

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 Hill and Knowlton Strategies, LLC 607 14th Street NW, Suite 300 Washington D.C. 20005	2. Registration No. 3301
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3. Name of Foreign Principal Ministry of Economy and Sustainable Development of Georgia	4. Principal Address of Foreign Principal IV Floor, 2, Sanapiro Street 0114, Tbilisi, Georgia
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- 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
- b) Name and title of official with whom registrant deals
 George Kobulia, Minister of Economy and Sustainable Development of Georgia

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

- a) Principal address
- 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.

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.

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.)

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.

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
April 04, 2019	Meredith Marks, Global General Counsel	/s/ Meredith Marks eSigned

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 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

Hill and Knowlton Strategies, LLC

2. Registration No.

3301

3. Name of Foreign Principal

Ministry of Economy and Sustainable Development of Georgia

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant is providing services through a contract with Georgia's Ministry of Economy and Sustainable Development.

Registrant will assist Georgia with outreach to state and federal lawmakers, U.S. businesses, and U.S. audiences to raise awareness about the tremendous economic opportunities presented by the country of Georgia, and underscore the need for the United States to expand its already close relationship with Georgia as a reliable ally. Registrant also will help interested businesses advocate for elevated U.S.-Georgia trade relations. Outreach could take the form of meetings and print, TV, and digital advertisements.

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

Registrant will assist Georgia with outreach to state and federal lawmakers, U.S. businesses, and U.S. audiences to raise awareness about the tremendous economic opportunities presented by the country of Georgia, and underscore the need for the United States to expand its already close relationship with Georgia as a reliable ally. Registrant also will help interested businesses advocate for elevated U.S.-Georgia trade relations. Outreach could take the form of meetings and print, TV, and digital advertisements.

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.

Please see answers to questions 7 and 8 above.

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
April 04, 2019	Meredith Marks, Global General Counsel	/s/ Meredith Marks 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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SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between Hill and Knowlton Strategies, LLC d/b/a Hill+Knowlton Strategies ("H+K") and The Ministry of Economy and Sustainable Development of Georgia having an office at Georgia, Tbilisi, Sanapiro st. #2 ("Client").

1. Services

H+K shall provide media campaign public relation services to Client, including, but not limited to data research, investment promotion, and advertisement in accordance with the terms and conditions of this Agreement ("Services") and as more specifically set forth in a Statement of Work. Such Services shall be performed pursuant to statement(s) of work, mutually agreed and executed by the parties, which will set forth the description of the work, schedules, deliverables and compensation for each project authorized under this Agreement (each a "SOW"). Each SOW shall be issued in accordance with this Agreement, and shall incorporate this Agreement by reference. The "SOW" is annex #1.

2. Charges

- a) H+K's Services and expenses will be as approved by the Client pursuant to the applicable SOW.
- b) In obtaining all materials, services and rights from third-party vendors on Client's behalf (such as production, printing, wire services and media buys), H+K will act as agent for Client with Client as the disclosed principal. H+K will only be liable for the cost of the services purchased and other obligations on Client's behalf to the extent H+K has been paid by Client. Further, with respect to media production and placement service expenses, H+K will always be in receipt of payment from Client in time to meet vendor payment due dates.

3. Payment Terms

- a) Following the conclusion of each calendar month, H+K will provide Client with an invoice for the fees for our Services. Notwithstanding the foregoing, Client agrees that all payments shall be made no later than thirty (30) days after receipt of an invoice.
- b) In the event payments due to H+K are not made in accordance with the terms stated in clause (a) above, H+K reserves the right to suspend or terminate all service to Client without liability resulting directly or indirectly from such suspension or termination, in the event that any undisputed invoice or any undisputed portion of any disputed invoice for consulting fees, forty-five (45) days from the date of invoice. Without limiting the foregoing, H+K reserves the right in the case of any delinquency of Client's payments or any impairment of Client's creditworthiness, to change the requirements as to terms of payment under this Agreement.
- c) H+K reviews each invoice for accuracy, however, Client and The Embassy of Georgia to the United States of America are responsible for promptly reviewing invoices and approving them for payment. If Client or The Embassy of Georgia to the United States of America cannot approve any portion(s) of an invoice, The Embassy of Georgia to the United States of America agrees to contact H+K immediately. If Embassy does not inform H+K of Client's disapproval of H+K's billings or the overall amount of ongoing charges, H+K shall continue to provide Services in reliance on Client's implied approval of H+K's billings. Client agrees that all invoices are deemed



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to be approved unless H+K receives notice in writing of Client's disapproval within 30 days of receipt of the applicable invoice. Notwithstanding anything to the contrary herein, in the case of a dispute over an invoice or portion thereof, all payment obligations shall continue to apply to all undisputed portions of such disputed invoice.

- d) Upon 20 business days of signature of this Agreement, H+K shall make best efforts to issue to Client a Bank Letter of Guarantee amounting to 10% - of the total media production value (without taxes) which ensures fulfillment of its obligations. The Bank Guarantee shall be valid till 1st of march 2020. Client is entitled to not pay for media production until The Bank Guarantee is presented.

4. **Confidentiality**

- a) H+K acknowledges its responsibility, both during and after the term of its engagement hereunder, to exercise reasonable care to preserve the confidentiality of any proprietary or confidential information or data developed by H+K on behalf of Client in the course of its Services hereunder, or disclosed by Client to H+K. Similarly, Client acknowledges its responsibility, both during and after the term of its engagement hereunder, to exercise reasonable care to preserve the confidentiality of any proprietary or confidential information or data of H+K that is disclosed by, or on behalf of, H+K to Client in the course of H+K's Services hereunder. Neither party's confidentiality obligations hereunder shall extend to: (i) information that is in the public domain at the time of disclosure to the receiving party or which enters the public domain through no fault of the receiving party; (ii) information that is in the possession of the receiving party or its employees at the time of disclosure to the receiving party; (iii) information that the receiving party or its employees receives from a third party under no obligation of confidentiality; or (iv) information that is required to be disclosed pursuant to any court order or directive having the force of law. Notwithstanding the above, each party's obligation to maintain the confidentiality of any such information that it maintains in its possession or control shall cease on the first anniversary of the termination of this Agreement. H+K represents and warrants that it is responsible for the conduct of any subcontractors it engages and further represents and warrants that it has entered into a nondisclosure agreements with each subcontractor who has access to confidential information and that such agreement contains adequate provisions for the protection of confidential information with the same degree of care as defined in this Agreement.
- b) If a party becomes legally compelled (whether by subpoena or similar process or by rule, regulation or other applicable law) to disclose any confidential information of the other party, such party shall promptly notify the other party in writing of such requirement before any disclosure is made so that the other party may seek a protective order or other appropriate remedy or may waive compliance with the terms of this Agreement. The other party will be responsible for defending the assertion of privilege and the costs thereof will be borne by the other party. If such protective order or other remedy is not obtained, or if the other party waives compliance with the provisions hereof, the party agrees that only that portion of the information that it is legally required to disclose (as advised by its counsel) will be disclosed.

5. **Warranties; Indemnity; Limitation of Liability**

- a) Client agrees to exercise due diligence in its directions to H+K regarding the preparation of materials and represents and warrants to H+K that Client is able to substantiate all claims and representations made or furnished by Client or its representatives to H+K. If Client furnishes any information or materials for H+K to



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use for purposes of this Agreement. Client represents and warrants to H+K that Client has all rights, titles and interests necessary for H+K to use such information or materials. Client is responsible for and hereby agrees, prior to publication, to obtain all legal clearances of materials designed or developed by H+K for Client, including, without limitation, verifying the accuracy and completeness of all content, researching, obtaining and filing all intellectual property protections, and ensuring Client's compliance with all applicable laws.

- b) Client agrees to indemnify and defend and hold harmless H+K from and against any and all losses, fines, penalties, claims, damages, expenses (including reasonable attorney's fees and disbursements, staff time charges and out of pocket expenses) or liabilities ("Damages") which H+K may incur as a result of any materials, releases, reports, or information supplied to H+K by, or on behalf of, Client, except to the extent such Damages are directly and solely attributable to H+K's willful misconduct. Client shall indemnify and defend and hold H+K harmless against any Damages arising from or related in any way to the nature or use of Client's products or services or Client's breach of this Agreement.
- c) H+K may be required to respond or asked to assist Client in connection with litigation commenced or threatened against Client by third parties (for example, by complying with a document subpoena or deposition notice served upon H+K). Client shall defend, indemnify and hold harmless H+K against any costs, liabilities or damages (including attorney's fees, staff time charges and out-of-pocket expenses) arising from any investigation of the acts or practices of Client, including, without limitation, any costs or expenses related to compliance with any third party subpoena or other discovery request arising from such matters.
- d) The Services and all materials (including, without limitation, information, advertising, content and online communication vehicles such as websites) provided by H+K to Client hereunder are provided "As-Is" without warranty of any kind and H+K hereby disclaims all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, reliability, freedom from error, freedom from interrupted use and any implied warranties arising from course of dealing, usage of trade, or course of performance. H+K shall not be liable under any circumstance to Client for any special, consequential, punitive, incidental, lost profit or other indirect damages, even if advised of the possibility of the same. H+K'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 H+K from Client for the particular project(s) which form(s) the basis of such claim. The parties agree that the foregoing limitations represent a reasonable allocation of risk under this Agreement.

6. **Ownership Of Materials**

- a) All tangible work product produced by H+K specifically on behalf of Client during the term of this Agreement (collectively, "Materials"), shall, as between H+K and Client, be deemed Client's property exclusively (subject, however, to any licensed third-party rights retained therein), provided that Client pays for such Materials in accordance with this Agreement. All such Materials belonging to Client that are eligible for copyright protection in the United States or elsewhere, shall be deemed works made for hire. If any such Materials are deemed for any reason not to be a work made for hire, H+K, without further consideration, hereby assigns all such



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rights, title and interest in the copyright of Materials to Client, and H+K agrees, at the request and expense of Client, to execute and deliver such documents and instruments as shall be reasonably necessary to evidence Client's ownership.

- b) The foregoing clause (a) shall not apply to the extent that Materials or works created or prepared by H+K on behalf of Client consists of material that: (i) was owned by, or licensed to, H+K, prior to the execution of this Agreement; (ii) is separate from the performance of Services hereunder; (iii) constitutes H+K's generic and business information, tools, methodologies, code, proprietary information/services, media lists and third party relationships held by H+K; and/or (iv) is computer software or elements thereof that may have been developed by H+K in connection with its Services hereunder, which shall remain H+K's property.

7. **Term and Termination**

H+K's appointment under this Agreement shall be effective upon execution of this Agreement by all parties hereto (the "Effective Date") through December 31, 2019. Either party may terminate H+K's engagement at any time upon at least sixty (60) days advance written notice to the other party, which notice may be sent via email. If either party terminates this Agreement in accordance with this paragraph, H+K shall be entitled to receive payment for fees and expenses incurred prior to the effective date of such termination and for the reasonable and actual costs of settling and terminating any subcontracts or other third party contracts. The rights, duties and responsibilities of H+K and Client shall continue through the termination notice period, including H+K's right to receive fee compensation (or pro-rata portion thereof for any partial calendar month in the case of a monthly fee) occurring during said period. Upon termination of this Agreement, provided that there is no outstanding indebtedness then owing by Client to H+K, H+K shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client. Client will assume H+K's liability under and indemnify H+K with respect to all outstanding contracts and authorized commitments made on Client's behalf.

8. **Non-Solicitation of Employees**

During the term of this Agreement and for a period of one year after its termination, Client agrees that it shall not for its purposes or for the purposes of any third party, directly or indirectly through a separate legal entity, hire or solicit for hire, whether by employment or as an independent contractor, any person who is in the employment of H+K. This non-solicitation obligation may only be waived with the prior written consent of H+K's General Counsel.

9. **Governing Law and Arbitration**

This Agreement will be governed and construed in accordance with the laws of the State of New York, and all claims relating to or arising out of this Agreement, whether sounding in contract, shall be governed by the laws of State of New York, without regard to any applicable choice of law rules. Any dispute arising out of this Agreement or the matters contemplated herein will be determined by arbitration in New York, New York before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties, and judgment may be entered therein in any court of competent jurisdiction.

10. **H+K Affiliates**



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Upon Client's express written consent and on an as-needed basis, H+K and Client may engage an H+K affiliate ("Affiliate") for the performance of Services. In doing so, Client and the Affiliate may extend the terms and conditions of this Agreement to such Services. The terms of this Agreement shall be incorporated by reference into a SOW as if this Agreement were separately executed by the Affiliate and Client. In the event an Affiliate is engaged to perform Services pursuant to this Agreement, it is agreed and acknowledged that such Affiliate shall be solely liable for such Services and H+K shall not be liable or responsible in connection with the Affiliate's Services.

11. **Mutual Force Majeure**

H+K shall endeavor to guard against any loss to Client as the result of the failure of subcontractors, vendors or suppliers to properly execute their commitments, and H+K shall be held responsible for any failure on the part of any subcontractors, vendors or suppliers. Such subcontractors shall be similarly bound by the terms and conditions of this Agreement, including but not limited to the confidentiality obligations in Section 5. In addition, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, 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.

12. **Change of Plans**

Client reserves the right, in Client's best interest, to modify, cancel or stop any and all plans, schedules, or work in process, and in such event H+K shall immediately take reasonable steps to carry out Client's instructions. In turn, Client agrees that it shall: (i) assume liability for all authorized commitments; (ii) pay H+K, in accordance with the provisions of this Agreement, any and all proper charges earned and incurred by H+K in connection with such work up to the time of its discontinuance, cancellation, or modification; and (iii) remain obligated to indemnify H+K pursuant to this Agreement. Any such modification of work to be performed or adjustment of compensation requested must be agreed upon by H+K.

13. **Delivery**

H+K shall use reasonable efforts to ensure that delivery of the Materials occurs no later than any specified delivery dates set forth in a SOW, but H+K shall not be liable in any manner for delays that are not the direct result of H+K's gross negligence. Without limiting the foregoing, H+K shall not be liable for any delays in delivery or installation caused by Client's actions or inactions hereunder; and all dates shall be extended by delays caused by Client, including Client's requests for changes in the scope of Services.

14. **Publicity**

Client grants H+K permission (i) to list Client as a representative client in H+K's client lists, advertising, publicity and marketing materials; (ii) in the event the Services include creative materials, to display creative materials created pursuant to this Agreement in H+K's online portfolio; and (iii) upon completion of the applicable Services and provided that Client's name is not identified, to make general reference to the matters addressed herein in H+K's online case studies. Further, Client agrees to be a reference for H+K and authorizes H+K to provide Client's contact information to prospective clients.

15. **Miscellaneous**



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H+K shall take every reasonable precaution to safeguard any and all of Client's property entrusted to H+K's custody or control, but in the absence of H+K's negligence or willful misconduct, H+K shall not be responsible for any loss, damage, destruction or unauthorized use by others of any such property. Client acknowledges that H+K may from time to time use consultants and/or subcontractors in the performance of Services hereunder. This Agreement constitutes the entire understanding between H+K and Client and supersedes any and all prior Agreements, whether oral or written, relating to the subject matter. This Agreement may not be assigned by either party without the express written consent of the other. It may be modified or amended only by a written document signed by each of the parties, which may be via email. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law. The provisions of paragraphs 3, 5, 6, 7, 9, 10, 11 and 15 will survive the expiration or earlier termination of this Agreement. This Agreement may be executed by each party and delivered to the other party by facsimile or through electronic mail in portable document format (.pdf), and each such signature will be deemed an original.

N WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HILL AND KNOWLTON STRATEGIES, LLC

Meredith Marks
General Counsel

Date:

3/28/19

Jeff Marcus
Regional Chief Financial Officer

Date:

3/28/19

THE MINISTRY OF ECONOMY AND SUSTAINABLE DEVELOPMENT OF GEORGIA

George Kobulia
Minister

Date:



Hill+Knowlton
Strategies

Annex #1

STATEMENT OF WORK

This Statement of Work ("SOW") is entered into between Hill and Knowlton Strategies, LLC d/b/a Hill+Knowlton Strategies ("H+K") and The Ministry of Economy and Sustainable Development of Georgia ("Client") pursuant to that certain agreement entered into between the parties (the "Agreement"). Solely to the extent that the terms of this SOW conflict with any of the terms of the Agreement, and this SOW explicitly states that it intends to modify the conflicting terms, this SOW supersedes the Agreement. Otherwise, this SOW is governed by and subject to all terms of the Agreement.

1. Description of Services:

H+K will work with the Client to encourage increased trade and investment between the United States of America and Georgia. In order to do this, H+K will:

- Conduct opinion research
- Develop and recruit members for a regional business coalition, and design a website for said coalition
- Plan and execute a targeted trade and investment roadshow to engage business and political leaders in key markets around the United States
- Conduct outreach to influential third-party groups, including think tanks and academics
- Engage policymakers in the Legislative and Executive branches of the federal Government, and to selected state governments
- Engage local, national and trade press to promote increased trade between the United States and Georgia
- Deliver paid media production and placement services (including through working with outside vendors)

2. Start Date: This SOW shall become effective upon the execution by all parties hereto.

3. Expected Completion Date: The work outlined in this SOW shall conclude on or about August 31, 2019

4. Fees and Payment Terms: Client shall pay a project fee of \$750,000 for H+K services, payable in seven equal monthly installments of \$107,142.86 USD.

Client shall pay \$1,124,755.00 for paid media production and placement services, to be paid in full upon execution of this Agreement.

In the event H+K anticipates costs or expenses outside the scope of what is agreed to pursuant to this SOW, H+K shall seek client consent.

[SIGNATURES ON PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Parties have executed this SOW as of the date set forth below.

The Ministry of Economy and Sustainable Development of Georgia

By: გ. კობულაძე
George Kobulia
Minister
Date: _____

**Hill and Knowlton Strategies, LLC
d/b/a Hill+Knowlton Strategies**

By: [Signature]
Jeff Marcus
Regional CFO
Date: 3/26/19

**The Embassy of Georgia to the United States of America
("Responsible for review Invoice")**

By: [Signature]
Name: David Bakradze
Title: Ambassador
Date: 04/03/2019