

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 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
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3. Primary Address of Registrant
 1730 Pennsylvania Avenue, NW, Washington, DC 20006

4. Name of Foreign Principal Amadeus Consultancy Limited on behalf of the Government of the Republic of Colombia	5. Address of Foreign Principal 1724 Massachusetts Ave. NW Washington, DC COLOMBIA 20036
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6. Country/Region Represented
 COLOMBIA

7. Indicate whether the 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 _____

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

- a) Branch or agency represented by the registrant
Executive
- b) Name and title of official(s) with whom registrant engages
Daniel Garcia-Pena Jaramillo

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.

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 <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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.

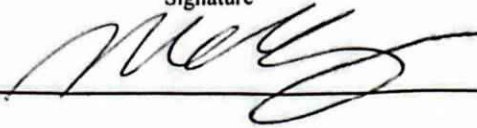
EXECUTION

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
06/11/2026	Matthew Epperly	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Matthew Epperly
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" type="text" value="Sign"/> _____

EXECUTION

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Date	Printed Name	Signature
6/10/26	Matthew Efferdy	

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 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 Chartwell Strategy Group, LLC	2. Registration Number 6518
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3. Name of Foreign Principal
 Amadeus Consultancy Limited on behalf of the Government of the Republic of Colombia

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/21/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Registrant will provide counsel and support to aid government relations and strategic communications services focused on strengthening U.S.-Columbia bilateral cooperation.

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

Registrant will provide counsel and support to aid government relations and strategic communications services focused on strengthening U.S.-Columbia bilateral cooperation.

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.

Registrant will provide counsel and support to aid government relations and strategic communications services focused on strengthening U.S.-Columbia bilateral cooperation.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration 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
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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.


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
06/11/2026	Matthew Epperly	<input data-bbox="889 457 958 485" type="text" value="Sign"/> /s/Matthew Epperly
_____	_____	<input data-bbox="889 541 958 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 958 667" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 958 751" type="text" value="Sign"/> _____

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
6/10/26	Matthew Efferdy	



May 21, 2026

Maryna Pogibko
Amadeus Consultancy Limited
8-10 Hill Street
London, W1J 5NG
United Kingdom

Dear Ms. Pogibko:

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

1. **Retention:** Amadeus Consultancy Limited ("Amadeus" or "Client") engages Chartwell Strategy Group, LLC. ("CSG") to support Amadeus in its work on behalf of the Government of the Republic of Colombia. CSG's service to Amadeus will include counsel and support to aid government relations and strategic communications services focused on strengthening U.S.- Colombia bilateral cooperation.
2. **Term:** This agreement is entered into today and is in effect until 31 August 2026. It may be terminated after 31 August 2026. 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 31 August 2026.
3. **Accountability:** During the term of this agreement, CSG will take instructions from you. Amadeus is duly authorized to instruct CSG on behalf of its Client, the Government of the Republic of Colombia. CSG will use commercially reasonable efforts to carry out the instructions given to us consistent with this agreement and applicable law and regulations.
4. **Fees:** CSG will bill Client US\$300,000 for its work for the first three months of the engagement. An initial fee of US\$150,000 will be paid to CSG by 22 May 2026. A US\$100,000 fee will be paid by June 30, 2026, subject to CSG providing an activity report for May and June. A final US\$50,000 fee will be paid by July 31, 2026, subject to CSG providing an activity report for July. For the avoidance of doubt, any fees payable hereunder shall be paid to CSG by Amadeus only when Amadeus receives the same from the Government of the Republic of Colombia.
5. **Payment terms:** Subject always to clause 4 above, all CSG invoices are due and payable upon receipt only if, and to the extent that, Amadeus has been placed in funds by the Government of the Republic of Colombia in respect of the corresponding fees.



6. **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 in writing 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 arise directly out of, or relate to, the gross negligence, willful misconduct, breach of this agreement, breach of applicable law or regulation, unauthorized act or omission, or failure to follow Client's instructions, 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.
7. **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.
8. **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 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 and payable in accordance with this agreement (provided that no invoice shall be treated as due and payable unless and until Client has been placed in funds by the Government of the Republic of Colombia in respect of the corresponding fees, as provided in paragraphs 4 and 5 above), 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 6 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 6 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.

9. **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).
10. **Non-benefit to SDNs:** All fees represents compensation for professional services and are not paid for the benefit of any blocked person.
11. **No Termination for Convenience; Continuity of Services:** CSG acknowledges that the services to be provided under this Agreement are time-sensitive, politically sensitive, and form part of a broader mandate being performed by Amadeus for the Government of the Republic of Colombia. Accordingly, CSG shall not suspend, withdraw from, cease performing, or terminate its services under this Agreement during the three-month term, except in the event of a material breach by Amadeus which remains uncured for thirty (30) business days following written notice specifying the breach in reasonable detail. For the avoidance of doubt, CSG shall not be entitled to terminate, suspend, or reduce the services on grounds of political sensitivity, public statements, media coverage, reputational considerations, change in strategy, change in external circumstances, or any disagreement with the position, conduct, communications, or public statements of any person or entity connected with the Republic of Colombia, unless continued performance would require CSG to violate applicable law or regulation. For the avoidance of doubt, any non-payment, delayed payment, or partial payment arising solely from the fact that Amadeus has not been placed in funds by the Government of the Republic of Colombia, as provided in Clause 4, shall not constitute a breach by Amadeus and shall not entitle CSG to suspend performance, reduce the scope of services, withdraw from the engagement, or terminate this Agreement.

Chartwell

STRATEGY GROUP

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: David Tamasi

ACCEPTED AND AGREED:

Amadeus Consultancy Limited

By: 

Name: Maryna Pogibko