

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  
Cogent Strategies LLC

2. Registration Number  
6927

3. Name of Foreign Principal  
Embassy of the Republic of Iraq

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? 01/22/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
See attached 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 attached written agreement.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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.

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

Yes  No  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 register<sup>3</sup> 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  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 register<sup>4</sup> 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  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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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<sup>1</sup> "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.

<sup>2,3,4</sup> 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
02/06/2024	Kimberley Fritts	/s/Kimberley Fritts
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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.

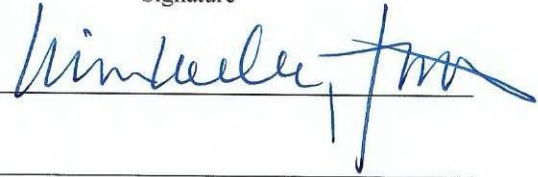
Date

Printed Name

Signature

2-2-24

Kimberley Fritts



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## CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is made effective as of January 10, 2024, between Cogent Strategies LLC ("Cogent") with an address located at 2550 M Street NW, Washington, DC 20037 and the Embassy of the Republic of Iraq in Washington, DC ("the Embassy") with an address located at 1801 P St NW, Washington, DC 20036. Cogent and the Embassy are also referred to as the "Parties" and each as a "Party."

The Parties, intending legally and equitably to be bound, agree as follows:

1. **Services.** As permitted by applicable United States laws and regulations, Cogent shall provide the Embassy with public relations representation in the United States. All services in this Agreement will be carried out solely in the United States. Changes to the scope of work after execution of this Agreement may be subject to additional fees and work delays. The Parties agree to have bi-weekly meetings and/or calls. Services include:
  - Drive and monitor media coverage.
  - Conduct media training.
  - Enhance social media presence.
  - Develop a media roll out for the Ambassador.
  - Conduct embassy staff training.
  - Conduct outreach to think tank community.
  - Promote the Embassy's priorities in the policy community.
2. **Fees.** For all public affairs services rendered by the firm, the Embassy shall pay Cogent a total fee of \$310,000 payable in 4 quarterly installments of \$77,500. The first quarterly payment is due upon execution of this Agreement and Cogent will not commence its services until that payment is received. The check payment shall be mailed to the address provided on the invoices.
3. **Expenses.** 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 the Embassy, at cost, as incurred. Any expense over \$250 shall require preapproval.
4. **Payment Terms.** After the initial payment due upon execution of this Agreement, Cogent shall invoice the Embassy quarterly, in advance, with payment due within 30 days of the Embassy'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 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 January 22, 2024 through January 21, 2025. During the term of this Agreement, either Party may assess the work within three months of the execution of this Agreement, and either party may terminate this Agreement with 30 days' prior written notice, with pro-rated reimbursement made after 30 days' notice.

6. **Compliance with Foreign Agents Registration Act and Other Applicable Laws.**
  - a. Cogent and the Embassy 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. The Embassy 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. The Embassy agrees that it will immediately notify Cogent in the event of any changes to this information.
7. **Changes and Modifications.** Any material change to the scope of work or the terms of this Agreement must be set forth in writing executed by the Parties. Cogent shall promptly notify the Embassy in writing of any change in the scope of work that Cogent reasonably determines is necessary. Such notice shall specify (a) the particular elements of the scope of work for which Cogent is seeking a change, (b) the reason for the requested change, and (c) the impact, if any, that the requested change will have on (i) the fees, (ii) time for performance or (iii) any other terms or conditions of this Agreement.
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.** The Embassy 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. The Embassy 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, The Embassy 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 the Embassy during the term of this Agreement without the prior written consent of Cogent.
11. **Limitation on Damages.** Cogent is not liable to the Embassy 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, the Embassy shall pay actual and reasonable legal fees and costs incurred by Cogent in connection with the successful collection of fees and expenses.
13. **Indemnification.** If litigation or other proceedings arise between the Embassy and third-party regarding services performed by Cogent for the Embassy under this Agreement, and Cogent is subpoenaed or otherwise requested to testify, disclose documents and materials, or otherwise participate in the proceeding, the Embassy shall pay for Cogent's reasonable legal fees and costs. This Section survives the termination or expiration of this Agreement. Moreover, the Embassy shall indemnify, defend, reimburse, and hold harmless Cogent against any and all actual and threatened investigations, claims, demands, liabilities, actions, damages, costs, and expenses related thereto

(including attorneys' fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatsoever, arising out of, or attributable, to the negligence or willful misconduct or omission of the Embassy.

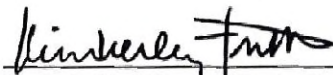
- 14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter.
- 15. **Modifications and Amendments.** 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. **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.
- 17. **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:



On behalf of the Embassy of the Republic of Iraq in Washington, DC  
H.E. Nazar Al Khirullah, Ambassador of Iraq to the United States

01/22/2024  
Date



On behalf of Cogent Strategies LLC  
Kimberley Fritts, Founder & CEO

01/18/2024  
Date