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
The Gallagher Group, LLC

2. Registration Number
7046

3. Primary Address of Registrant
2503 Hayes Street, Alexandria, VA 22302

4. Name of Foreign Principal
Minister of National Defense of the Republic of Poland

5. Address of Foreign Principal
Al. Niepodleglosci 218
Warszawa
POLAND 00-911

6. Country/Region Represented
POLAND

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

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Minister of National Defense of the Republic of Poland

b) Name and title of official with whom registrant engages
Piotr Pacholski, Director, Department of International Security Policy

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 with whom registrant engages

   b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:
   a) State the nature of the business or activity of this foreign principal.

   b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐

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

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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
11/15/2021	James P. Gallagher	/s/James P. Gallagher

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
11/15/2021	JAMES P. GALLAGHER	

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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
The Gallagher Group, LLC	7046

3. Name of Foreign Principal
Minister of National Defense of the Republic of Poland

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? 11/05/2021

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

Provide strategic advice and counsel on issues of concern to the Foreign Principal; Advise Foreign Principal on U.S. policies and developments in U.S. politics that could impact Foreign Principal and provide public relations support regarding same; and maintain contact, as necessary with members of Congress and their staff, executive branch officials, and key members of the defense community.

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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.

Registrant will provide strategic counsel to the Foreign Principal and help with strengthening ties to the United States government, institutions, and companies. Registrant will assist in communicating priority issues regarding
US-Poland relations to relevant U.S. audiences, including Congress, the executive branch, and policy community.

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.

The Registrant's Work will include strategic counsel with regard to government affairs activity within the U.S. This may include relevant outreach to U.S. government officials, non-governmental organizations, and other individuals within the U.S.

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.

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
11/15/2021	James P. Gallagher	/s/James P. Gallagher

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
11/15/2021	JAMES P. GALLAGHER	

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is between the Minister of National Defense of the Republic of Poland (the "MOD of Poland") and The Gallagher Group, a Virginia LLC limited liability company ("Consultant") with its principal place of business at 2503 Hayes Street, Alexandria, VA. 22302. For purposes of this Agreement, the MOD of Poland and Consultant are referred to collectively as the "Parties".

Scope of Work: Consultant under direction and guidance of the MOD of Poland will provide the MOD of Poland with strategic counsel and tactical planning advice and services on military and defense relations with the U.S Government. As part of Consultant's work on behalf of the MOD of Poland, Consultant will provide counsel for MOD of Poland on other bilateral issues as necessary that could arise in relation to the Poland-U.S. defense partnership. Consultant's activities in relation to the U.S. Government will consist of communications with and lobbying of Congress and departments of the executive branch, and other activities in furtherance of the scope, as appropriate. Consultant will provide the MOD of Poland with public relations assistance in support of its government relations work. Consultant will also provide the MOD of Poland crisis communications services on request. Consultant declares that it has at its disposal all necessary and appropriate staff, resources and expertise means to provide such advice and services on a timely basis and is adequately experienced and qualified to fulfill all obligations arising from this Agreement. Consultant further declares that it will use its best efforts to perform the services pursuant to this Agreement, will faithfully and diligently discharge its obligations under this Agreement and will devote sufficient time and energies necessary to perform those services in a competent manner. Consultant will provide the MOD of Poland with monthly written reports on activities undertaken. Consultant, in performing its duties under the Agreement, will comply with all applicable laws and regulations, including the Foreign Agents Registration Act, Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act of 2007, and the Lobbying Disclosure Act of 1995 as amended. Consultant will cede to the MOD of Poland all copyrights which may apply to the services provided by Consultant within the scope of this Agreement.

Conflict of Interest: Consultant declares that it is currently not engaged and it will not engage during the term of this Agreement, either directly or indirectly, in any activity which might adversely affect the MOD of Poland, including by providing counsel, planning advice or other services to any country, government, authorities, private or legal person, who's interest are conflicting with those of the MOD of Poland (a "Conflict of Interest"). Consultant further agrees to disclose to the MOD of Poland any other facts of which Consultant becomes aware which might in Consultant's good faith judgment reasonably be expected to involve or give rise to a Conflict of Interest or potential Conflict of Interest unless Consultant is bound by confidentiality applicable to Consultant which would prevent Consultant from disclosing such facts in which case Consultant shall withdraw from the representation of the MOD of Poland if Consultant makes a determination that it may not be in the position to continue with the engagement under this Agreement. The Consultant acknowledges that the determination by the MOD of Poland of a Conflict of Interest, whether based upon information from its own sources or upon information provided to it by the Consultant, entitles the MOD of Poland to terminate this Agreement with immediate effect, provided that the MOD of Poland will be liable for the reasonable value of the work performed by Consultant until the date of termination in excess of the fees paid prior to termination.

Designated Persons: A person authorized to implement this Agreement on behalf of MOD of Poland is person designated by the MOD of Poland. A person duly authorized to sign and to implement this Agreement on behalf of Consultant is Jamie Gallagher.

Fees & Term: In consideration for the services provided by Consultant, the MOD of Poland agrees to pay Consultant fixed price of 27,500 U.S. Dollars gross per month for services from November 5, 2021 through February 5, 2022. Upon the expiration of the original term, the Agreement will be automatically renewed for subsequent periods of three (3) months unless, one (1) month prior to the renewal date, the MOD of Poland gives the Consultant written notice of its intent not to continue this Agreement. During the renewal of this Agreement, all terms, conditions and provisions set forth in this Agreement shall remain in effect, unless modified in writing by both Parties. The automatic renewal of this Agreement will terminate on November 5, 2022.

Invoicing: The MOD of Poland will pay Consultant's fee in monthly installments. Consultant will invoice the MOD of Poland at the end of each invoicing period beginning November 5, 2021.

Consultant will include with each invoice a written status report of its work, as of the date of each invoice. Such invoice and status report will be reviewed and accepted by the MOD of Poland. If the MOD of Poland is satisfied, it will accept the invoice and status report and fulfill the payment. However, if after receiving the report, the MOD of Poland does not feel that this report has provided services at the volume or caliber that it expected, it may request supplemental information or corrective action. The invoice will be paid to Consultant within fourteen (14) days of the acceptance of the status report.

Confidentiality: Consultant shall use Confidential Information (as defined below) solely for the purposes expressly contemplated by this Agreement. For the purpose of this Agreement, "Confidential Information" shall mean (i) any nonpublic, confidential, propriety or other information of MOD of Poland disclosed to Consultant by the MOD of Poland under this Agreement, and (ii) all of Consultant's work products under this Agreement except for final materials prepared for public disclosure, to other consultants of the MOD of Poland and, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained whether or not patentable or copyrightable and whether or not marked, designated or otherwise identified as "confidential", including without limitation, discussion, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning the operations of MOD of Poland. Consultant agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of contract or afterwards, unless it is required by law.

Consultant may not subcontract any services under this Agreement to a third party without the prior written consent of the MOD of Poland.

Jurisdiction: Any dispute, controversy or claim arising out of or relating to: (a) this Agreement; (b) the breach, termination or invalidity hereof; or (c) any non-contractual obligations arising out of or in connection with this Agreement shall first be settled by consultations between the Parties. If such dispute fails to be resolved amicably within one (1) month from initiating consultations, each Party shall be entitled to bring a claim to arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator and the appointing authority shall be LCIA (London Court of International Arbitration). The seat and

place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. Each Party hereby waives any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England.

Termination: Either Party may terminate this Agreement by giving thirty (30) days written notice. In case of termination by either Party, the MOD of Poland will be liable for the reasonable value of the work performed by Consultant until the date of termination in excess of the fees paid prior to termination, and, if Consultant has received any fees from a prior installment in excess of the reasonable value of the work actually performed through the date of termination, such excess fees will be returned by Consultant.

Entire Understanding: This Agreement contains the entire understanding between the Parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both Parties.

For the Minister of National Defense of the Republic of Poland

Date: 11/5/2021

For The Gallagher Group, LLC

Date: 11/3/2021