

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 Continental Strategy LLC	2. Registration Number 7545
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3. Primary Address of Registrant
 1747 Pennsylvania Ave. NW, 875, Washington, DC 20006

4. Name of Foreign Principal Reformatics FCZ	5. Address of Foreign Principal Sharjha, Saifi Zone, Saifi Desk Q1-06-039/B, P.O. box 120031 Sharjha UNITED ARAB EMIRATES
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6. Country/Region Represented
 GEORGIA

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

- b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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.

Reformatics is a boutique advisory firm, which has been working closely with public sector leaders around the world since 2012, helping them to design formulas and strategies for rapid economic growth as well as innovative approaches to public policy. The firm was established by Georgia's former Prime Minister, Mr. Nika Gilauri, who leads Reformatics together with his former chief advisers on economic reform, the business sector and governance Ms. Tamara Kovziridze and Mr. Vakhtang Lejava.

b) Is this foreign principal:

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

N/A

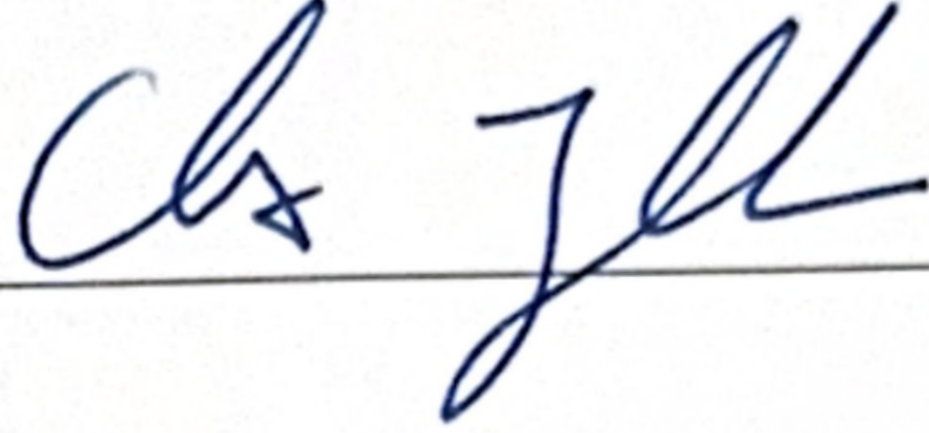
EXECUTION

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
03/13/2025	carlos Trujillo	<input data-bbox="886 405 954 443" type="button" value="Sign"/> /s/carlos Trujillo
_____	_____	<input data-bbox="886 489 954 527" type="button" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="button" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="button" value="Sign"/> _____

EXECUTION

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Date	Printed Name	Signature
<u>3/13/25</u>	<u>Carlos Trujillo</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>

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 Continental Strategy LLC	2. Registration Number 7545
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3. Name of Foreign Principal
Reformatics FCZ

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? 02/20/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Continental Strategy will assist in the development and execution of a strategic plan to establish relationships with key stakeholders in the executive and legislative branches, facilitating policy development and promoting alignment with U.S.-Georgia relations.

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

The registrant will directly engage with administration officials in relevant agencies and departments. The registrant will also conduct outreach to congressional offices on key committees with jurisdiction over U.S.-Georgia relations.

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.

See Appendix for Response

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.

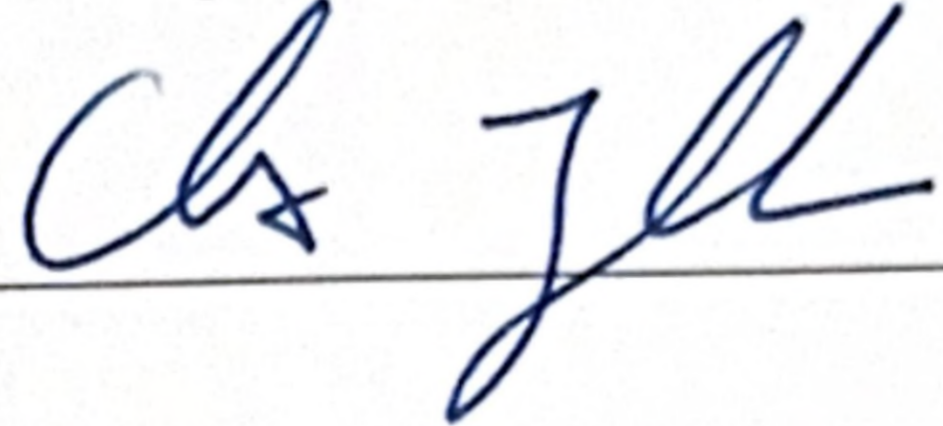
EXECUTION

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Date	Printed Name	Signature
03/13/2025	carlos Trujillo	Sign /s/Carlos Trujillo
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	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
<u>3/13/25</u>	<u>Carlos Trujillo</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Appendix Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. 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 represent the interests of Reformatics as part of a comprehensive program to: (1) strengthen U.S.-Georgia relations; (2) support policy initiatives related to democracy, anti-corruption, and governmental reforms; and (3) enhance Georgia's profile and influence in the United States.

Activities may involve lobbying, preparing and disseminating informational materials, and engaging with us policymakers.



ContinentalStrategy.com
1747 Pennsylvania Avenue
Suite 875
Washington D.C. 20006

February 20th, 2025

Reformatics (FZC) LLC
Sharjah - United Arab Emirates

Re: Engagement Agreement

We are pleased you have decided to engage CONTINENTAL STRATEGY LLC (the “Firm”) to provide lobbying services/government relations consulting to Reformatics LLC (“You” or the “Client”). This agreement will memorialize the terms and conditions under which we will undertake this engagement.

WHEREAS:

The Client, is an International advisory firm, which has been working closely with public sector leaders around the world.

Its main objective is improvement of business environment and attraction of FDI’s in the countries of operation – Caucasus and Central Asia.

Its vision is transforming Georgia into European style democracy and Georgia’s integration into global economy by creating a platform of connectivity between CASCA (Central Asia and South Caucasus region) and the US and EU countries.

NOW, THEREFORE, the parties hereto agree as follows:

Term of Agreement	This agreement shall be effective upon signature (the “ <u>Effective Date</u> ”) and shall renew automatically on a monthly basis thereafter unless either party gives written notice of non-renewal/termination at least 30 (thirty) days in advance of its proposed termination. After the initial 60 (sixty) days of the engagement either party may give written notice of non-renewal/termination at least 30 (thirty) days in advance of its proposed termination.
The Firm’s Obligations	The firm agrees to provide government relations services to the Client in connection with the following scope of services: <ul style="list-style-type: none"> • Establishing relationships with key stakeholders in the executive and legislative branches to facilitate policy development. • To provide support to promote democracy, anti-corruption initiatives, and governmental reforms in alignment with U.S.-Georgia relations. • Utilizing extensive experience in government relations, policy advocacy, and stakeholder engagement aligned with Reformatics LLC's objectives.
The Client’s Obligations	The Client’s duty to provide the Firm with the information necessary to best advance the Client’s objectives. The Client is responsible for timely payment of the Monthly Retainer and costs as set for the below.
Compensation	The Client shall pay the firm a monthly retainer of \$100,000 for a comprehensive support package over a period of 6 (six) months (the “ <u>Monthly Retainer</u> ”) and in accordance to the Term of Agreement. A payment for the first 2 (two) months (advance payment) shall be due not later than 3 (three) business days upon signing this Agreement. Subsequent Payments shall be made on the same calendar day as the

Washington, DC ● Tallahassee ● Miami ● Jacksonville ● Buenos Aires

Agreement's signature date, following expiration of third month until the termination/non renewal of this agreement or expiration of 6 month period. Additionally, the Firm will invoice the Client each month for reasonable costs associated with the engagement, including but not limited to pre agreed travel expenses such as hotel, airfare, car services, and meals, while excluding costs typically associated with the operation of an office such as overhead, staff, and equipment.

Standard Terms and Conditions

This Engagement is subject to the Firm's Standard Terms & Conditions which are enclosed to this Agreement and incorporated by reference.

We want to assure you that we will endeavor to serve you effectively and strive to advance your interests vigorously and efficiently. To advance these goals, you agree to disclose fully and accurately all pertinent facts and keep us apprised of all developments in this matter. You further agree otherwise to cooperate fully with us and to be available to participate in calls and meetings as are appropriate.

During this engagement, we may express opinions regarding issues for which we are being engaged or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. There can be no assurances that our efforts on your behalf will be successful.

Please review this agreement carefully, and if you have any questions concerning the foregoing terms and conditions, do not hesitate to contact me. If this agreement is acceptable to you, please acknowledge that you have reviewed it, understand it, and desire to retain us based on the terms of this letter and attachment by signing and delivering to us the enclosed copy. We recommend that you keep a copy of this letter and our Standard Terms in your file.

Thank you for allowing us to be of service.

Sincerely,

Ambassador Carlos Trujillo (Ret).
President, Continental Strategy

THE ABOVE ENGAGEMENT IS ACCEPTED AND AGREED TO:

Reformatics (FZC) LLC
By: Nika Gilauri
Its: Managing Partner
Dated: 24-FEB-2025



Washington, DC

● Tallahassee

● Miami

● Jacksonville

● Buenos Aires

STANDARD ENGAGEMENT TERMS

1. **Agreement.** These Standard Engagement Terms are incorporated into the Agreement between the Firm and the Client. The Agreement, which includes these Standard Engagement Terms, will apply to all matters handled by the Firm on behalf of the Client unless otherwise communicated, and will control over any outside counsel or billing guidelines unless agreed to in writing by the Firm.
2. **Fees & Billing.** Unless otherwise agreed to in writing, the Firm's fees and costs are not contingent upon the outcome of the matters the Firm handles for the Client. The fees for the Matter have been agreed as outlined in the Engagement **Agreement** and shall compensate the Firm for services during the course of the engagement.

Failure to pay any statement rendered when due will constitute a default. In the event of a default, the Client agrees that the Firm may cease performing services for the Client until satisfactory arrangements have been made for payments of past due amounts and the payment of projected future amounts.
3. **Applicable Law.** The laws of the State of Florida will govern the interpretation of this agreement, including all rules or codes of ethics, which apply to the provision of services pursuant to this Agreement.
4. **Litigation.** In legal proceedings involving or regarding any issue which arises under or is in any way related to this Agreement, including but not limited to collection of funds owed to the Firm, the prevailing party shall be entitled to recover its attorneys' fees and costs. If we prevail, we may recover our attorneys' fees whether we represent ourselves or hire other attorneys to represent us. Jurisdiction for such lawsuit is exclusively proper in the State of Florida in Miami-Dade County, Florida, and by executing this Agreement the Client knowingly and voluntarily submits to jurisdiction in the State of Florida and to venue in Miami-Dade County, Florida.
5. **Jury Trial Waiver. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN REGARD TO ALL DISPUTES, CLAIMS, COUNTERCLAIMS, DEFENSES AND CONTROVERSIES ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER OR RELATING TO THIS ENGAGEMENT AGREEMENT.**
6. **Exclusivity.** This engagement agreement is exclusively between Continental Strategy, LLC, a law firm, and the Client. The agreement does not include legal services or the services of any third party.
7. **Affiliates.** Unless specifically requested by the Client and agreed to by the Firm, the Firm's services does not extend to the Client's parent company, affiliates, subsidiaries, employees, directors, or other constituents ("Affiliates").
8. **Information Distribution.** The Client agrees that the Firm may send information about the Firm or matters of interest by email or other means. The Client also agrees that the Firm may list the Client on publicly disclosed lists and other materials as clients that the Firm services.



(202) 624-5989
1747 Pennsylvania Ave., NW
Suite 875
Washington, DC 20006

EXHIBIT A

STATEMENT OF WORK#1

A. SERVICES. The Firm hereby agrees to provide the following Services to Client:

- Advice and counsel on legal, political, public policy and communications strategies.
- Developing legal, journalistic and open-source public information research to support all lobbying and advocacy activity.
- Directly raise awareness and educate the U.S Government (federal executive branch departments and agencies and Congress) on matters pertaining to U.S.-Georgia bilateral relations.
- Develop relationships with other interested stakeholders to support the goals of this project
- Conduct regular meetings, video calls, and provide written updates with Client to inform them of Firm activities on their behalf and to plan future activities.

B. TIMELINE. Services will begin upon execution (“Effective Date”) and continue for 6 (six) months from Effective Date with the possibility for extension if mutually agreed upon, unless terminated earlier per to the terms of the Agreement.

Parties agree that Firm will not commence work on this project until fees are paid in accordance with the schedule below and all legal public disclosures have been properly filed.

C. FEE AND FEE SCHEDULE, In consideration for the Services in this SOW, Client agrees to pay Firm a total of U.S. \$600 000 subject to clause D below. The first payment in the amount of U.S.\$ 200,000 (advance payment) will be made no later then 3 (three) business days upon execution of this agreement. Further payments will be made upon invoice in the amounts of U.S. \$100,000 in monthly installments per to the terms of the Agreement.

D. TERMINATION, after the initial 60 (sixty) days of the engagement either party may give written notice of non-renewal/termination at least 30 (thirty) days in advance of its proposed termination.

D. LOBBYING REGISTRATION, Firm and Client acknowledge that the Firm will make timely public disclosure filings under the legal requirements of the U.S. Foreign Agents Registration Act. Such filings require the Firm to disclose, *inter alia*, the nature of the activities performed under this agreement and fee amounts and sources.