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U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0006; Expires May 31, 2020

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant	2. Registration No.
K&L Gates LLP	6331

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Polish Chamber of Commerce in the United States	1200 G Street NW, Suite 900 Washington, DC 20005

5. Indicate whether your foreign principal is one of the following:

- ☐ 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 _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Polish Chamber of Commerce in the United States is a nonprofit corporation that seeks to strengthen and develop economic and trade relationships between the United States and Poland. K&L Gates' work involves outreach on behalf of the Republic of Poland to U.S. federal officials, Members of Congress and other public policy experts in order to underscore and advocate Poland's contributions to peace and prosperity around the world and Poland's alignment with U.S. economic, geopolitical, and national security interests.

b) Is this foreign principal:

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

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

In addition to its work for member businesses, the Polish Chamber of Commerce in the United States receives funds from the Polish Agency of Investment and Trade, an agency of the government the Republic of Poland, to finance the work of K&L Gates and two other U.S. entities also registered under the Foreign Agents Registration Act. This work involves outreach on behalf of the Republic of Poland to U.S. federal officials, Members of Congress and other public policy experts in order to underscore and advocate Poland's contributions to peace and prosperity around the world and Poland's alignment with U.S. economic, geopolitical, and national security interests.

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

In addition to its work for member businesses, the Polish Chamber of Commerce in the United States receives funds from the Polish Agency of Investment and Trade, an agency of the government the Republic of Poland, to finance the work of K&L Gates and two other U.S. entities also registered under the Foreign Agents Registration Act. This work involves outreach on behalf of the Republic of Poland to U.S. federal officials, Members of Congress and other public policy experts in order to underscore and advocate Poland's contributions to peace and prosperity around the world and Poland's alignment with U.S. economic, geopolitical, and national security interests.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
7/18/18	Of Counsel	Michael J. Gerhardt

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Washington, DC 20530

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

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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
K&L Gates LLP	6331

3. Name of Foreign Principal

Polish Chamber of Commerce in the United States

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

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

This work will involve outreach on behalf of the Republic of Poland to U.S. federal offices, Members of Congress and other public policy experts in order to underscore and advocate Poland's contributions to peace and prosperity around the world and Poland's alignment with U.S. economic, geopolitical and national security interests.

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

This work wil involve outreach on behalf of the Republic of Poland to U.S. federal officials, Members of Congress and other public policy experts in order to underscore and advocate Poland's contributions to peace and prosperity around the world and Poland's alignment with U.S. economic, geopolitical and national security interests.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

This work wil involve outreach on behalf of the Republic of Poland to U.S. federal officials, Members of Congress and other public policy experts in order to underscore and advocate Poland's contributions to peace and prosperity around the world and Poland's alignment with U.S. economic, geopolitical and national security interests.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
7/18/18	Of Counsel	Michael Khalil

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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RETAINER AGREEMENT BETWEEN

POLISH CHAMBER OF COMMERCE IN THE UNITED STATES

AND K&L GATES LLP

I. Parties

This agreement ("Agreement") effective as of July 5, 2018 is concluded and established between Polish Chamber of Commerce in the United States, a District of Columbia domestic nonprofit corporation ("Chamber" or "you"), Washington, DC, on the one hand, and K&L Gates LLP (the "Firm" or "we"), on the other. The Firm is being engaged to act as policy advisor by the Chamber, and not for any affiliated entity, partner, official, member, manager, director, officer or employee (including other government agencies, departments, offices or authorities).

II. Scope of Engagement

We understand we are to assist the Chamber with advice and counsel on outreach on behalf of the Republic of Poland to U.S. federal officials, Members of Congress, and other public policy influencers to underscore and advocate Poland's contributions to peace and prosperity around the world and Poland's alignment with U.S. economic, geopolitical, national security, and military interests. Working together with you and other advisors engaged on behalf the Chamber or the Republic of Poland we will assist in developing and implementing messaging that effectively resonates within the current U.S. Administration, Members of Congress and throughout relevant regions of the United States, as well as in monitoring and advising on U.S. Government policies and actions, on drafting various materials for public distribution, and on outreach to state government officials. In view of the nature of the Firm's representation of the Chamber, we will register and report our activities under the Foreign Agents Registration Act (FARA). Any other advisors and consultants assisting the Chamber will be responsible for their own FARA compliance and filings.

The Firm's engagement to represent the Chamber is limited to the matters described in the Agreement. We will address separately any legal or other matters that the Chamber may request and as to which the Firm expressly agrees to provide representation. The Chamber signatory acknowledges that the Firm has not provided the Chamber with legal advice concerning the terms and conditions of our Agreement.

III. Period of Representation

Our representation will begin upon signing of this Agreement by the Firm and the Chamber and will continue for a period of 12 months unless earlier terminated in accordance with the terms of this letter ("Engagement Period").

IV. Fees and Expenses

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As discussed, our lobbying and public policy advocacy services will be provided for a fixed monthly retainer of US$50,000 per month, excluding any out of pocket expenses and costs which will be billed and invoiced separately, subject to your advance approval of all expenses aggregating in excess of US$1,000 during any month.

V. Billing and Payments

After the payment of the initial retainer in the amount of of fifty thousand U.S. dollars (US$50,000) due on the date of execution of this Agreement, we will render subsequent statements for our monthly fixed retainer payment of fifty thousand U.S. dollars (US$50,000) per month on the 10th of each month, beginning on August 10th, 2018, and ask that payment to be made within 15 days. The Chamber shall ensure that all invoices are paid before the last day of the Engagement Period.

In the event the Chamber fails to make payments of any outstanding invoices in accordance with the terms set forth in the preceding paragraphs, we reserve the right to suspend the Firm's services until satisfactory payment arrangements are made or to terminate the Firm's services if such arrangements are not made and if such termination is otherwise appropriate.

VI. Staffing and Communication

The Hon. John McHugh and Pawel Chudzicki will be the principal contacts with respect to the Firm's representation of the Chamber. The proposed team for the Chamber will also include Stacy Ettinger, Amy Carnevale, Michael O'Neil and Anne LeMay ("Key Personnel").

Our representation of the Chamber also will be staffed by other partners, associates and other professional staff as may be appropriate under the circumstances. We will endeavor to keep you apprised of significant developments in the course of our engagement, to consult with you about our work on an ongoing basis, and to obtain your direction on material issues.

We will communicate with the Chamber's representatives identified to us in writing from time to time as the Chamber's representatives authorized to communicate with K&L Gates.

VII. Terms of Engagement

A. TERMINATION

1. Your Right to Terminate

You may terminate our services after six months of the Engagement Period upon thirty (30) days prior written notice. You may also terminate our services at any time during the Engagement Period upon the departure of any Key Personnel.

2. Our Right to Terminate

Subject to any applicable ethical rule or legal requirement, the Firm reserves the right to terminate its representation of you, subject to such permission from any court or tribunal as may

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be required under the circumstances. In such event, we will provide you with reasonable notice of our decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers, and we will assist you and your successor lawyers in effecting a transition of the engagement. Reasons for the Firm's termination may include your breach of this Agreement including, without limitation, failure to pay outstanding statements in a timely manner as set forth above, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards or of our obligations to any tribunal or third parties, the risk that you insist on a course of action in connection with the matters contemplated by this agreement that in our professional opinion would be contrary to your or our best interests, your failure to give us clear or proper direction as to how we are to proceed or to cooperate in our representation of your interests, or other good cause.

3. Termination Upon Conclusion

Unless it is previously terminated, our representation of you, and our lawyer-client relationship with you, will be deemed to have been terminated upon the conclusion of our services and our delivery of our final statement for the services described in this Agreement and any additional matters for which the Firm has expressly agreed to provide representation.

4. Post-Engagement Matters

After the conclusion or termination of our representation of you as described in this Agreement and these Terms, changes in relevant laws, regulations or decisional authorities may affect your rights and obligations. Unless you engage the Firm to provide future services and to advise you with respect to any issues that may arise in the future as a result of such changes, we will have no continuing obligation to advise you with respect to future legal developments.

B. OUR COMMUNICATIONS WITH CLIENTS

The Firm's lawyers and professionals strive to keep our clients reasonably informed about the status of our engagements and promptly to comply with reasonable requests for information. To enable us to provide effective representation, you agree to be truthful and to cooperate with us in the course of the engagement and to keep us reasonably informed of material developments.

If there are particular limitations on how you would like us to communicate with you, please advise us in advance in writing about your preferences. Unless you advise us to the contrary, however, we will assume that written communication by e-mail is acceptable to you. Absent special arrangements, we do not employ encryption technologies in our electronic communications.

C. CONFIDENTIALITY

1. Confidentiality and Disclosure

We owe a duty of confidentiality to all our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or use on your behalf, any documents or information in our possession with respect to which we owe a duty of confidentiality to another client or former client.

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2. Disclosure to Certain Third Parties

You agree that we may, when required by our insurers, auditors or other advisers, provide details to them of any matter or matters on which we have represented you.

3. Data Protection

Any information, including personal data, that K&L Gates collects in our global legal practice may be controlled, stored and processed in, and transferred among, any of our offices and with such contractors as we engage to assist us in our practice, and may be transferred to and through any country, including countries that may not have privacy (data protection) legislation and regulations comparable, for example, to countries in the European Economic area. The location of our offices and of such contractors may change from time to time, and we may acquire offices and engage contractors in other countries at any time. We understand that, in engaging the Firm, you expressly consent to all such control, storage, processing and transfers.

D. CONFLICTS OF INTEREST

The Firm's lawyers and professionals, acting in a variety of practice areas and in multiple jurisdictions, including in Poland, provide and will provide legal services to thousands of current clients and future clients, including clients engaged in business in the Republic of Poland. Specific conflict of interest matters will addressed separately between you and us in accordance with applicable ethical standards.

E. OPPOSING LAWYERS

In addition to our representation of business and not-for-profit entities as well as individuals, we also regularly serve as legal counsel to lawyers and law firms. From time to time, we engage other lawyers and law firms to represent us. As a result, opposing lawyers in a matter may be a lawyer or law firm that we represent now or may represent in the future. Likewise, opposing lawyers in a matter may represent us now or in the future. Further, we have professional and personal relationships with many other lawyers, often because of our participation in professional organizations. Collectively, these situations are common in the legal field. We believe that these relationships with other lawyers will not adversely affect our ability to represent you.

F. DOCUMENT RETENTION

Your original hard copy documents and property, described further below, will be returned to you upon request upon conclusion of our representation of you on a particular matter (unless they are relevant to another matter on which we continue to represent you) and, upon our receipt of payment for outstanding fees and other charges, subject to applicable Rules of Professional Conduct. At that time, you will also have the opportunity to accept the remainder of your entire client file, including lawyer work product. Some K&L Gates offices maintain files in a digital image format. If you request your file from any of those offices, we will provide it in an electronic format on a CD, DVD or other medium. Should you decide not to accept your remaining file at that time, you authorize us to destroy your files at our discretion. If you do not

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request the return of your file at the time your matter is concluded, we may retain or destroy the file without further notice to you.

Original documents and property, if not returned to you for any reason, will be designated for permanent retention and will not be destroyed without your prior approval. Such items include, but are not limited to, money orders, travelers checks, stocks and bonds, final executed releases, settlement agreements, contracts and sale or purchase agreements, judgments, deeds, titles, easements, wills and trusts, powers of attorney and all other dispositive estate planning documents.

You agree that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases shall be and remain the property of K&L Gates LLP and shall not be considered part of your client file.

The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

G. FIRM LAWYERS' PRIVILEGE

We believe it is in your interest as well as the Firm's interest that, in the event ethical or other legal issues arise during our representation of you, including conflict of interest issues or potential disputes between us, the Firm lawyers and professionals working on your behalf are able to receive informed, confidential advice regarding their obligations. Accordingly, if we determine in our discretion that it is necessary or advisable for Firm lawyers and professionals to consult with our internal or outside counsel, you agree that they may do so and that you recognize the Firm has a lawyer-client privilege protecting the communications between the Firm lawyers and professionals working on your behalf and the Firm's internal or outside counsel.

H. SEVERANCE OF TERMS

If all or any part of this Agreement is or becomes illegal, invalid or unenforceable in any respect, then the remainder will remain valid and enforceable.

I. THIRD PARTY RIGHTS

No provision of this Agreement is intended to be enforceable by any third party. Accordingly, no third party shall have any right to enforce or rely on any provision of this Agreement.

J. ASSIGNMENT

Neither you nor we shall have the right to assign or transfer the benefit or burden of this Agreement without the written consent of the other party.

In witness thereof, the parties have directed their respective representatives to sign this Agreement.

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For Polish Chamber of Commerce in the United States

By: _____

Name: _____

Title: Secretary + Treasurer

For K&L Gates LLP

By: John M. McHugh

Name: John McHugh

Title: Government Affairs Counselor

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