# Alexander Beckles, LLC 1605 Oldbury Drive • Fort Washington, Maryland 20745 AJBeckles@gmail.com

### I. TERMS OF THE AGREEMENT

Pursuant to the discussions we have had to date, we are submitting for your approval terms of a working agreement (this "Agreement") between the Coalition of Civil Society of Kazakhstan "Dongelek Ystel" (hereinafter referred to as "the Client") and Alexander Beckles, LLC ("AB LLC").

The terms of this Agreement are as follows:

### A. Legal Authority

This Agreement shall be governed by the laws of the United States of America, including the Foreign Agents Registration Act ("FARA") and the regulations of the Office of Foreign Asset Control ("OFAC"), and of the District of Columbia, Washington, D.C. without regard to conflicts of laws, rules or provisions.

With respect to any suit, action or proceeding relating to this Agreement, each party hereby irrevocably submits to the exclusive jurisdiction and venue of courts of the District of Columbia and the United States District Court for the District of Washington, located in Washington D.C., USA.

Both parties represent and warrant that they are fully authorized to enter into this Agreement, and in the case of signatories agreeing on behalf of organizations, to bind the organization to the terms of this Agreement. This Agreement constitutes and creates a legally binding and enforceable obligation on the part of the parties hereto.

The parties acknowledge and agree that AB LLC is an independent contractor and not an agent or employee of the Client and that AB LLC will not hold itself out as such an agent or employee. AB LLC has no authority or responsibility to enter into any contracts on behalf of the Client or to bind the Client in any manner whatsoever, absent express written consent of the Client. AB LLC shall bear no liability to the Client for loss or damage in connection with advice or assistance by AB LLC given in good-faith performance of the services set forth in this Agreement, and neither makes any representations or warranties other than as expressly set forth in this Agreement nor is providing any assurances or guaranty regarding any particular results or performance with respect to the services performed hereunder.

AB LLC agrees to abide by every applicable law or regulation covering lobbying for a foreign entity during the implementation of this Agreement. AB LLC shall be solely responsible for the acts of its employees, representatives and/or agents and shall indemnify, defend and hold the Client harmless from any claims, damages, liabilities, judgments, fines, assessments and/or other losses and expenses (including reasonable attorneys' fees) ("<u>Claims</u>") which arise from (i) said acts or (ii) breach

of any terms of this Agreement; provided however, AB LLC shall have no responsibility for any Claims to the extent they are attributable to the acts or omissions of Client or any of Client's affiliates, agents, representatives, directors or officers. AB LLC shall be responsible for notifying the Client of any potential conflicts between its representation of the Client and any other party.

The Client has no authority to bind AB LLC in any matter whatsoever, absent the express written consent of the AB LLC. The Client shall be solely responsible for the acts of its employees, representatives and/or agents and shall indemnify, defend and hold AB LLC harmless from any Claims which arise from (i) said acts or (ii) breach of any terms of this Agreement; provided however, Client shall have no responsibility for any Claims to the extent they are attributable to the acts or omissions of AB LLC or any of AB LLC's affiliates, agents, representatives, directors or officers.

B. Scope of Subject Matter

AB LLC agrees to provide the Client with government affairs representation and strategic consulting with regard to the U.S. government as well as any other matters mutually agreed upon by the parties in writing. AB LLC will endeavor to pursue the following goals and services:

(a) ensuring that interests of Coalition of Civil Society Kazakhstan are met with regard to bilateral relations with the United States; and

(b) working to support the Kazakh Umbrella Opposition Working; and

(c) advising the Client on issues regarding trade; anticorruption legislation/policy, monitoring Global Magnitsky sanctions program implementation of multiple legal authorities ; and

(d) providing advice, counsel, and consultative services with regard to communications and news media, including social media; and

(e) providing research, security briefings, and regional security intelligence from open source materials; and

(f) such other reasonable services that the Client shall from time to time assign to AB LLC and agreed to in writing by AB LLC.

The parties hereto acknowledge that AB LLC shall not be required to devote its full business time to the services to be provided hereunder. Client acknowledges and agrees that nothing in this Agreement shall obligate AB LLC to provide the services to Client on an exclusive basis and that nothing in this Agreement shall be deemed to restrict or limit AB LLC in any way in providing similar services to third parties unaffiliated with Client, subject however to compliance with Paragraph II with respect to Client's Confidential Information.

### II. CONFIDENTIALITY

### A. General Provisions

Except for as described in Paragraph II.B. of the Agreement, the Client and AB LLC recognize that the subject matter of this Agreement requires the highest degree of confidentiality. Each party acknowledges its responsibility, both during and after the term of this Agreement, to use all reasonable and legally permissible efforts to preserve the proprietary or confidential information

developed by the other party or disclosed by the other party.

"Confidential Information" as used herein means any information which the disclosing party considers proprietary or confidential and either identifies in writing or orally to be confidential or proprietary or, from all the relevant circumstances should reasonably be assumed by receiving party to be confidential and proprietary to the disclosing party, but shall not include (i) information which at the time of disclosure was already in the public domain; (ii) information which subsequent to disclosure is made public through no fault of the receiving party; (iii) information which was lawfully in the receiving party's possession prior to disclosure by the disclosing party, developed by it without access to or use of any of the disclosing party's confidential information; or (iv) information lawfully received from a third party who was not subject to confidentiality obligations with respect to such information. However, disclosure by the receiving party of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

Each party will safeguard and prevent the use and disclosure by or to any third party the Confidential Information of the other, other than as permitted by the terms of this Agreement, exercising a standard of care not less than that used by the receiving party to protect its own confidential information. Each party shall promptly report to the other party any use or disclosure of Confidential Information in violation of this Agreement of which such party becomes aware. Each party shall, upon the request of the other party or upon the termination or expiration of this Agreement, return or destroy (at its cost) all tangible copies of any Confidential Information of the other party in its possession, and shall further delete or destroy any copies of such Confidential Information stored in any computer memory or electronic storage device.

The requirements of this confidentiality provision will survive the termination or expiration of this Agreement but terminate with respect to any particular information two (2) years after the termination of this Agreement; provided, however, that the confidentiality obligations of the parties shall extend beyond two (2) years to the extent necessary to preserve protection for the other party's Confidential Information.

B. Foreign Agents Registration Act

The Client understands that AB LLC's work on behalf of Client may require AB LLC to register with the U.S. Department of Justice ("DOJ") pursuant to the FARA, and that such registration requires the disclosure to DOJ, and in turn the public, of certain documents and other information related to this work, including this Agreement.

### III. COMPENSATION AND PAYMENT SCHEDULE

In return for the services set forth in this Agreement, the Client agrees to compensate AB LLC in the amount of forty thousand United States Dollars (US \$40,000.00) per month, payable in advance of services to be performed. Payment shall be made on a quarterly basis, beginning with the execution of this Agreement by the exchange of signed copies between the Client and AB LLC. The initial

payment shall be made upon the exchange of signed copies of the Agreement, and sent with execution of the signature page by the Client. Quarter means 90 calendar days.

This Agreement shall be deemed to be executed upon receipt of the first quarter payment by AB LLC from the Client. No services shall be performed until payment is received.

In addition, AB LLC shall be entitled to reimbursement for its reasonable out-of-pocket expenses incurred in the performance of services hereunder. Expenses which may be reimbursed hereunder shall include reasonable travel costs for business trips made at the request of Client and with its prior authorization.

Any authorized expenses shall be limited to reasonable amounts incurred in the ordinary course of AB LLC's performance of its obligations hereunder and shall be paid within a reasonable time (but in no event later than 30 days) after AB LLC submits a signed statement regarding the nature and amount of such expenses together with appropriate invoices, receipts or other acceptable written evidence thereof.

The Client shall make no compensation or other payments to AB LLC out of funds derived from any restricted or prohibited sources, including from any accounts outside of the United States subject to U.S. government sanctions or other similar restrictions. Payments shall be made by wire transfer to a bank account identified by AB LLC separately from this Agreement.

### IV. TERM; TERMINATION OR MODIFICATION

The period of this Agreement is one year. Unless earlier terminated pursuant hereto, this Agreement shall be automatically renewed for a new terms.

Neither the Client nor AB LLC shall modify or terminate this Agreement until the 90th day following the exchange of signed copies, except as otherwise expressly set forth in this Agreement or otherwise agreed to by the parties in writing. Notice of such action must be provided in writing three (3) days in advance of termination or modification, except that AB LLC shall be entitled to immediately terminate this Agreement in the event Client has breached its compensation and/or reimbursement obligations set forth in Paragraph III above.

Upon receipt of such notice of termination, AB LLC shall take immediate steps to bring its services to a close and to keep further expenditures to the basic minimum. AB LLC shall be entitled to receive the remuneration due for services rendered (including compensation and reimbursement of expenses in accordance with Paragraph III) upon the effective date of postponement or termination and for all approved costs incidental to the orderly termination of such services.

### V. MISCELLANEOUS

This Agreement, together with all supplemental documents, agreements and schedules referenced herein, constitutes the entire agreement between the Client and AB LLC and supersedes all previous

agreements, proposals, negotiations, and promises, whether written or oral between the parties respecting the subject matter hereof. A Russian translation of this Agreement will be provided as a courtesy by AB LLC to the Client but, in the event of a dispute over interpretation of this Agreement, the English-language text will govern and in no event shall AB LLC be liable for any inaccuracies, errors, deficiencies or other issues relating to the translation of this Agreement.

This Agreement, and the rights, interests and obligations hereunder, may not be assigned, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other party. This Agreement shall be binding upon, enforceable by, and inure to the benefit of the parties and their permitted successors and assigns.

Neither party will be liable for, or be considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement (except failure to pay money) as a result of any causes or conditions beyond such party's reasonable control (a "Force Majeure Event") including but not limited to fire, earthquakes, storms, flood, strikes, riots, war, pandemics (including but not limited to COVID-19 and variants thereof), epidemics, or other viral outbreaks and acts, delays or failures to act by the other party or any third party. Any such breach of this Agreement shall be excused for the duration of the Force Majeure Event.

Should any term or provision of this Agreement be declared invalid, it shall automatically be severed and the remainder of this Agreement shall be valid and enforceable.

All notices required by either the Client or AB LLC pursuant to the provisions of this Agreement may be given by fax or via email and they shall be sufficient if addressed as follows:

In the case of the Client:

Serik Medetbekov Coalition of Civil Society of Kazakhstan "Dongelek Ystel" Mobile: +491724385022 Email: mserik@gmail.com

In the case of AB LLC :

Alexander Beckles, LLC 1875 Connecticut Avenue, N.W., 10th Floor Washington, DC 20009 USA Fax: +1-202-318-0555 Email: AJBeckles@gmail.com

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or delivered via other electronic transmission system shall be accepted as original signatures.

In witness whereof, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative on the date indicated.

Agreed to and accepted by:

-DocuSigned by:

Alexander Beckles

For Alexander Beckles, LLC

Alexander J. Beckles

5/13/2021

Date



On behalf of Coalition of Civil Society of Kazakhstan "Dongelek Ystel" Serik Medetbekov

5/14/2021

Date

# EXHIBIT A STATEMENT OF WORK

### GOALS:

- To ensure a close and mutually beneficial working relationship to expose, investigate and stop money laundering and violation of money laundering laws between the people, the Coalition of Civil Society of Kazakhstan "Dongelek Ystel" and the future Government of Kazakhstan and the Government of the United States of America (USG)
- 2. To imposed sanctions against Kazakh individuals described as "human rights abusers, kleptocrats, and corrupt actors as an implementation of the Global Magnitsky Human Rights Accountability Act and banning them and their close relatives from entering USA
- 3. To convince the US Treasury Department and its Agencies to freeze the assets of Kazakh corrupt officials in the US.
- 4. To initiate criminal investigations and support ongoing investigations against Kazakh kleptocrats and American companies owned by them and their relatives

### **SCOPE OF WORK:**

Engage policymakers in Washington to ensure a close working relationship with Coalition of Civil Society of Kazakhstan "Dongelek Ystel" et al. Those Washington entities include relevant USG agencies and departments; international organizations and the Washington-based public policy community. Engage the USG, primarily but not limited to the White House, National Security Council, Departments of State, Treasury, Commerce and other relevant Executive Branch departments and agencies, to accomplish close working relations with the Coalition of Civil Society of Kazakhstan "Dongelek Ystel".

Inform key members of the U.S. Congress, especially those with interests or responsibility for money laundering, national security, financial institutions, and banking, about the importance of increasing US cooperation and investigation of anti-money laundering efforts in Kazakhstan, and thus contribute to democracy, stability, and prosperity in the region.

Work with the Coalition of Civil Society of Kazakhstan "Dongelek Ystel" foreign policy and financial investigative team to develop specific political, economic and communications strategy plans designed to promote the agenda and image of your members among policy stakeholders in Washington, D.C.. Help you develop key message that resonate with influential leaders.

Engage the Washington-based public policy community, such as "Think Tanks," and nongovernmental organizations.

Engage with selected members of the media to cover the importance of the Coalition of Civil Society of Kazakhstan "Dongelek Ystel" intention to shine transparency on the Kazakh financial system and the importance of future democracy and elections in Kazakhstan and stability in the region.

EXHIBIT A

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The proposed Scope of Work is ambitious, but it reflects the agenda we followed in the past with other clients. It is understood that we would not undertake all actions simultaneously, and that some are of much higher priority than others, but I wanted to share our plan with you.

### **TALKING POINTS:**

**ALEXANDER BECKLES, LLC** works with financial investigators, international human rights lawyers, and regional experts, as well as former law enforcement agents, intelligence officers, policymakers, investigative journalists, and banking professionals.

**ALEXANDER BECKLES, LLC** aims to create significant financial consequences for Kazakhstani kleptocrats and their international financial facilitators through network sanctions, anti-money laundering measures, prosecutions, compliance actions by banks and other private companies, asset recovery, and other tools of economic and legal pressure.

**ALEXANDER BECKLES, LLC** will engage intensively with policymakers, law enforcement officials, global banks, tech and natural resource companies, and other private sector entities involved with Kazakhstan. We will enlist the support activist campaigns involving students, faith-based groups, celebrities, human rights organizations, and other concerned constituencies.

**ALEXANDER BECKLES, LLC** uses open source data collection, field research, and state-of-the-art network data analysis technology, and works in partnership with local and international civil society organizations, journalists, and governments.

**ALEXANDER BECKLES, LLC** uses analytical reports of Kazakhstani and international journalists, scientists and investigators which will engages the USG, civil society and media, supports regulatory action and prosecutions, and provides policymakers with the information they require to take effective action.

**ALEXANDER BECKLES, LLC** will work closely with the Treasury's Office of Foreign Assets Control (OFAC), particularly of priority will be the Global Magnitsky program; and the U.S. State Department encourage to reinforce this message by using tools, such as an ALDAC cable, focused on corruption targets (individuals) enlisting the Bureaus of International Narcotics and Law Enforcement (INL) and Democracy, Human Rights, and Labor (DRL) which play a strong role in working with Embassies to implement anticorruption assistance programs and to identify possible actors who may be eligible for sanctions; and engage the Financial Crimes Enforcement Network (FinCEN) highlighting the Global Magnitsky sanctions program. It should also ensure that financial institutions are aware of and implementing the guidance issued by the Financial Action Task Force (FATF).

EXHIBIT A

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Certificate Of Completion		
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Status: Original 5/13/2021 12:25:41 PM	Holder: Nossaman LLP - Word Processing wordprocessing@nossaman.com	Location: DocuSign
Signer Events	Signature	Timestamp
Alexander Beckles ajbeckles@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Lley and the Buckles C644871C20E94BB Signature Adoption: Pre-selected Style Using IP Address: 108.28.248.136	Sent: 5/13/2021 12:33:24 PM Viewed: 5/13/2021 2:38:53 PM Signed: 5/13/2021 2:44:47 PM
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Serik Medetbekov mserik@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: BOCBF25B324E4CA Signature Adoption: Uploaded Signature Image Using IP Address: 77.23.254.96	Sent: 5/13/2021 12:33:24 PM Viewed: 5/14/2021 7:05:43 AM Signed: 5/14/2021 7:07:56 AM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Bill Powers wpowers@nossaman.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/13/2021 12:33:24 PM Viewed: 5/13/2021 12:34:12 PM
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Fred Dombo fdombo@nossaman.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/13/2021 12:33:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sue Ellen Alvarado	COPIED	Sent: 5/13/2021 12:33:25 PM
salvarado@nossaman.com	COFILD	Viewed: 5/14/2021 7:08:36 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
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Witness Events Notary Events	Signature	Timestamp
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### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Nossaman LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## How to contact Nossaman LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cacosta@nossaman.com

# To advise Nossaman LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cacosta@nossaman.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

# To request paper copies from Nossaman LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cacosta@nossaman.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with Nossaman LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to cacosta@nossaman.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Operating Systems:	Windows2000? or WindowsXP?	
Browsers (for SENDERS):	Internet Explorer 6.0? or above	
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,	
	NetScape 7.2 (or above)	
Email:	Access to a valid email account	
Screen Resolution:	800 x 600 minimum	
Enabled Security Settings:	•Allow per session cookies	
	•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection	

### **Required hardware and software**

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

## Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below. By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nossaman LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nossaman LLP during the course of my relationship with you.