U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1105-0003

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant

DANIEL J. EDELMAN, INC.
1420 K St., 10th Fl. NW
Washington, DC 20005

2. Registration No.

3634

3. Name of foreign principal

GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN

4. Principal address of foreign principal

ASTANA,KAZAKHSTAN

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

☒ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership
☐ Committee
☐ Corporation
☐ Voluntary group
☐ Association
☐ Other *(specify)* _____

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant. **Agency for Strategic Planning & Reform**

b) Name and title of official with whom registrant deals. **E.A. Utembayev**

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

a) Principal address. **N/A**

b) Name and title of official with whom registrant deals. **N/A**

c) Principal aim **N/A**

Formerly OBD-67

FORM CRM-157
SEP. 1996

8. If the foreign principal is not a foreign government or a foreign political party, **N/A**

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 ☐

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

N/A

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.

N/A

Date of Exhibit A	Name and Title	Signature
3/5/09	Rob Rehg, GM	Robert Rehg

U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0007

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.
DANIEL J. EDELMAN	**3634**

3. Name of Foreign Principal

GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN

Check Appropriate Boxes:

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.

Per attached contract

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

Developed press kit materials
Aided embassy in setting up meetings during the visit of Kazakhstan's Foreign Minister
Track media coverage

9. Will the activities on behalf of he 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.

Date of Exhibit B	Name and Title	Signature
3/5/99	Rob Rehq, GM	Robert Rehq

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 interests, policies, or relations of a government of a foreign country or a foreign political party.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this 1st day of November, 1998, by and between the Republic of Kazakhstan (the Republic") and the firm of Edelman Public Relations Worldwide (the "Consultant").

1. Scope of Engagement. As directed from time to time by duly authorized representatives of the Republic, during the term hereof, the Consultant shall provide the Republic with written and oral advice on the development and implementation of strategies, programs and initiatives directed at the economic liberalization and political democratization of the Republic ("Services").

2. Fees. As compensation for Services provided pursuant to the terms hereof, the Consultant shall be paid a monthly fee of $50,000 for each of November of 1998, December of 1998 and January of 1999 and a monthly fee of $15,000 for each of February, March and April of 1999 (each a "Monthly Fee").

3. Expenses. The Republic shall reimburse the Consultant for all necessary costs and expenses (other than expenses attributable to the general administrative overhead) including telephone, fax, printing, messenger services, secretarial overtime, and other out-of pocket expenses directly associated with the delivery of Services pursuant to the terms hereof.

4. Payment Arrangements. No later than 15 days following the end of each month, the Consultant shall provide the Republic with a statement for Services rendered and expenses incurred for such month ("Statement"). Each Statement shall indicate the number of hours worked, names of time keepers, the standard hourly rates of such persons, include a brief summary of services and specify the amount of reimbursable expenses incurred for the relevant period. Within fifteen (15) days following the receipt of a Statement, the Republic shall transfer the amount of applicable Monthly Fee and reimbursable expenses by wire transfer into a bank account(s) specified in writing by the Consultant.

5. Term. This Agreement shall become effective as of the date first above written and shall terminate on April 30, 1999, unless extended by mutual agreement of the Republic and the Consultant. The Republic or the Consultant may terminate this Agreement at any time upon a thirty-day written notice.

6. Conflict. The Republic and the Consultant recognize that the broad scope of this engagement could lead to potential conflicts of interest. Should any such conflict of interest arise, the Republic and the Consultant will see in good faith to find a mutually acceptable solution, provided, however, that if the Republic shall determine in its sole discretion that a particular conflict of interest can have a material adverse effect on its interests, it shall have the

right to refuse the grant to the Consultant a waiver of such conflict.

7. Legal Compliance. The Consultant represents and warrants to the Republic that all actions and activities undertaken by the Consultant pursuant to this Agreement are in full compliance with applicable U.S. legal requirements, including, without limitation, the Foreign Corrupt Practices Act and the Foreign Agents Registration Act. The Republic represents and warrants to the Consultant that all actions of the Consultant contemplated by this Agreement are in full compliance with the laws of the Republic of Kazakhstan.

8. Confidentiality. In order to enable the Consultant to provide the Services described in Sections hereof, the Republic may from time to time provide the Consultant with certain confidential information. This disclosure and handling of such confidential information by the Consultant shall be governed by the Confidentiality Agreement attached hereto as Annex I.

9. Amendment. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Republic and the Consultant.

IN WITNESS WHEREOF, duly authorized representatives of the Republic and the Consultant have executed and delivered this Agreement as of the date first above written.

REPUBLIC OF KAZAKHSTAN

By: _____

Name: _____
Title: _____

EDELMAN PUBLIC RELATIONS WORLDWIDE

By: Robert Reley

Name: Robert Reley
Title: General Manager

ANNEX I

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made as of this 1st day of November, 1998, by and among the Republic of Kazakhstan (the "Republic") and Edelman Public Relations Worldwide (the "Consultant").

WITNESSETH:

WHEREAS, the Republic has engaged the Consultant to provide the Republic with certain services ("Services") described in Section 1 of the Professional Services Agreement, dated as of November 1, 1998, by and between the Republic and the Consultant (the "Services Agreement");

WHEREAS, in order to enable the Consultant to provide Services to the Republic, the Republic has disclosed and will from time to time continue to disclose to the Consultant certain Confidential Information (as hereinafter defined); and

WHEREAS, the Republic and the Consultant desire to set forth in writing the Consultant's agreement and obligations to maintain the confidentiality of the Confidential Information (as hereinafter defined);

NOW, THEREFORE, the Republic and the Consultant (each a "Party" and collectively the "Parties") in consideration of the mutual covenants contained herein and in the Services Agreement and intending to be legally bound hereby, agree as follows:

1. Confidential Information. As used herein, "Confidential Information" means all written and oral information disclosed by the Republic to the Consultant to enable the Consultant to provide Services to the Republic pursuant to the terms of the Services Agreement, including, without limitation, information provided in audio, visual, electronic or other form, regardless of whether such Confidential Information is labeled or otherwise identified as confidential by the Republic. For purposes of this Agreement, Confidential Information does not include any information or data which (i) is in the possession of the Consultant at the time of disclosure as shown by the Consultant's files and records immediately prior to the time of disclosure and was not directly or indirectly acquired by the Consultant from the Republic; or (ii) prior to or after the time of disclosure becomes part of the public knowledge and not as a result of any inaction or action on the part of the Consultant, provided that the source of disclosure is not bound by a confidentiality agreement or other confidentiality arrangement with the Republic; or (iii) is required to be disclosed by applicable law, regulation or order of a duly empowered court, tribunal or governmental entity having jurisdiction over the Consultant; or (iv) approved in writing by the Republic for release.

2. Nondisclosure of Confidential Information. The Consultant shall not use any Confidential Information disclosed to it by the Republic for its own use or for any purpose other than providing the Services to the Republic. The Consultant shall not disclose, copy, reproduce or distribute any Confidential Information to third parties (including the Consultant's affiliates) or to any officers, employees or professional advisors of the Consultant, except for those officers, employees or professional advisors of the Consultant who need to know such information to enable the Consultant to provide the Services to the Republic. The Consultant agrees that it shall inform such of its officers, employees and professional advisors to whom Confidential Information is disclosed, or who have access to Confidential Information, that such information is confidential and of the restrictions as to its use and disclosure set forth in this Agreement and shall cause each such officer, employee and professional advisor to observe such restrictions and, if necessary and/or appropriate, to execute a confidentiality agreement in content substantially similar to this Agreement. The Consultant agrees that it will use its best efforts to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than the officers, employees and professional advisors of the Consultant authorized to handle Confidential Information as set forth herein, which measures shall include the highest degree of care that the Consultant utilizes to protect its own confidential information of a similar nature. The Consultant shall not remove any notice on or in any Confidential Information or remove any trademark, trade name, logo or notice affixed to any Confidential Information. The Consultant shall notify the Republic in writing of any misuse or misappropriation of Confidential Information, which may come to the Consultant's attention.

3. Prior Disclosure. The Consultant hereby acknowledges and agrees that any and all Confidential Information disclosed to the Consultant in any preliminary discussions with any representatives, officers, employees, consultants or professional advisors of the Republic prior to the execution and delivery of this Agreement, including, without limitation, in the course of any meetings or oral briefings, shall be subject to all the terms and conditions of this Agreement to the same extent and as fully as if this Agreement had been in full force and effect on the date such Confidential Information was made available by the Republic to the Consultant, or any employee, officer, or professional advisor of the Consultant.

4. Return of Materials Upon Termination. If, in the sole discretion of the Republic, the Consultant's need to have access to Confidential Information ceases for any reason, including, without limitation, termination of the Services Agreement, the Consultant shall immediately deliver to the Republic any and all materials, documents or other written information in the possession of the Consultant obtained from or made available to the Consultant by the Republic, or any representative, employee, consultant or professional advisor of the Republic, which constitute Confidential Information, and shall destroy all copies made by the Consultant, or any officer, employee or professional advisor of the Consultant of such materials, documents, and written information, and all written memoranda of the Confidential Information received orally by the Consultant, or any officer, employee or professional advisor of the Consultant; provided, however, that the Consultant shall have the right to retain copies of written Confidential Information to the extent and for the minimum period of time as may be

necessary to comply with the requirements of the Foreign Agents Registration Act ("FARA") and the regulations promulgated thereunder; provided further that following the termination of the Consultant's engagement pursuant to the Professional Services Agreement of even date herewith between the Consultant and the Republic, the Consultant shall use its reasonable best efforts to seek termination of FARA's record keeping requirements with respect to Confidential Information as soon as permissible under applicable law.

4. Public Announcements. The Consultant shall not, without the prior consent of the Republic, make any statement, or any public announcement, or any release to trade publications or to the press, or make any statements to any third party with respect to any matter relating to the Republic, except as may be necessary to comply with the requirements of applicable law, order, or regulation.

5. No Rights to Copyrights. Nothing in this Agreement is intended to grant any rights to the Consultant under any copyright, nor shall this Agreement grant any rights in or to the Confidential Information, except a limited right to review such Confidential Information solely for the purposes of providing the Services.

6. No Waiver. The Consultant agrees that no failure or delay by the Republic in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

7. Survival of Obligations. The foregoing covenants and agreements shall survive any termination of the relationship among the Republic and the Consultant described in the Services Agreement.

8. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws. Any dispute that may arise in relation to the interpretation and performance of this Agreement shall be finally settled by arbitration under the Rules of the United Nations Commission on International Trade Law (UNCITRAL) by three arbitrators appointed in accordance with said Rules. The arbitration shall take place in London, England. Arbitration proceedings shall be conducted in the English language. Fees of the arbitration (excluding each Party's preparation, travel, attorneys, and similar costs) shall be borne in accordance with the decision of the arbitrators. The decision of the arbitrators shall be final, binding and enforceable upon the Parties and judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event that the failure of a Party to comply with the decision of the arbitrators requires another Party hereto to apply to any court for enforcement of such award, the non-complying Party shall be liable to the other for all cost of such litigation including reasonable attorney's fees.

9. Remedies. The Consultants agree that the obligations of the Consultant set forth herein are necessary and reasonable in order to protect the national interests of the Republic and expressly agree that monetary damages would be inadequate to compensate the

Republic for any breach by the Consultant of its covenants and agreements set forth herein. Accordingly, the Consultant agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Republic and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Republic shall be entitled to obtain injunctive relief after the threatened breach of this Agreement or the continuation of any such breach by the Consultant, without the necessity of providing actual damages.

9. Assigns. This Agreement shall be binding upon and for the benefit of the Parties and their successors and assigns, provided that any Confidential Information may not be assigned to any party without the prior written consent of the Republic.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties and the day and year first above written.

REPUBLIC OF KAZAKHSTAN

By:_____
Name:_____
Title:_____

EDELMAN PUBLIC RELATIONS WORLDWIDE

By: Robert Rehg
Name: Robert Rehg
Title: General Manager

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2. Fees. As compensation for Services provided pursuant to the terms hereof, the Consultant shall be paid a monthly fee of $50,000 for each of November of 1998, December of 1998 and January of 1999 and a monthly fee of $15,000 for each of February, March and April of 1999 (each a "Monthly Fee").

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6. Conflict. The Republic and the Consultant recognize that the broad scope of this engagement could lead to potential conflicts of interest. Should any such conflict of interest arise, the Republic and the Consultant will see in good faith to find a mutually acceptable solution, provided, however, that if the Republic shall determine in its sole discretion that a particular conflict of interest can have a material adverse effect on its interests, it shall have the

right to refuse the grant to the Consultant a waiver of such conflict.

7. Legal Compliance. The Consultant represents and warrants to the Republic that all actions and activities undertaken by the Consultant pursuant to this Agreement are in full compliance with applicable U.S. legal requirements, including, without limitation, the Foreign Corrupt Practices Act and the Foreign Agents Registration Act. The Republic represents and warrants to the Consultant that all actions of the Consultant contemplated by this Agreement are in full compliance with the laws of the Republic of Kazakhstan.

8. Confidentiality. In order to enable the Consultant to provide the Services described in Sections hereof, the Republic may from time to time provide the Consultant with certain confidential information. This disclosure and handling of such confidential information by the Consultant shall be governed by the Confidentiality Agreement attached hereto as Annex I.

9. Amendment. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Republic and the Consultant.

IN WITNESS WHEREOF, duly authorized representatives of the Republic and the Consultant have executed and delivered this Agreement as of the date first above written.

REPUBLIC OF KAZAKHSTAN

By: _____

Name: Utembayev
Title: Chairman, MSP

EDELMAN PUBLIC RELATIONS WORLDWIDE

By: Robert Reha

Name: Robert Reha
Title: General Manager