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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

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

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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Brownstein Hyatt Farber Schreck, LLP

2. Registration Number
5870

3. Primary Address of Registrant
410 Seventeenth Street, Suite 2200, Denver, CO 80202-4432

4. Name of Foreign Principal
KazMunayGas International

5. Address of Foreign Principal
Strawinskylaan 807, Tower A, Postal Code 1077XX
Amsterdam, Netherlands
NETHERLANDS 1077XX

6. Country/Region Represented
KAZAKHSTAN

7. Indicate whether the 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 _____

8. 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 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.

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

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

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

International oil company

b) Is this foreign principal:

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

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

See Appendix for Response

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.

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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
07/29/2022	Marc Lampkin	/s/Marc Lampkin

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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
7/29/22	Marc Lampkin	

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Appendix
Response to Item 11

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

Item 10(b) Supervised: KMGI is the subsidiary of KMG, which is the state-owned and -controlled oil and gas company of the Republic of Kazakhstan. KMG's shareholders are the Sovereign Wealth Fund Samruk Kazyna (90.42%) and the National Bank of the Republic of Kazakhstan (9.58%). KMG reports to the President of Kazakhstan through the Ministry of Energy. KMG's subsidiaries are listed on its website at the following web address: https://www.kmg.kz/eng/kompaniya/dochernie_organizacii/struktura_kompanii/.

Item 10(b) Owned: KMGI is the subsidiary of KMG, which is the state-owned and -controlled oil and gas company of the Republic of Kazakhstan. KMG's shareholders are the Sovereign Wealth Fund Samruk Kazyna (90.42%) and the National Bank of the Republic of Kazakhstan (9.58%). KMG reports to the President of Kazakhstan through the Ministry of Energy. KMG's subsidiaries are listed on its website at the following web address: https://www.kmg.kz/eng/kompaniya/dochernie_organizacii/struktura_kompanii/.

Item 10(b) Directed: KMGI is the subsidiary of KMG, which is the state-owned and -controlled oil and gas company of the Republic of Kazakhstan. KMG's shareholders are the Sovereign Wealth Fund Samruk Kazyna (90.42%) and the National Bank of the Republic of Kazakhstan (9.58%). KMG reports to the President of Kazakhstan through the Ministry of Energy. KMG's subsidiaries are listed on its website at the following web address: https://www.kmg.kz/eng/kompaniya/dochernie_organizacii/struktura_kompanii/.

Item 10(b) Controlled: KMGI is the subsidiary of KMG, which is the state-owned and -controlled oil and gas company of the Republic of Kazakhstan. KMG's shareholders are the Sovereign Wealth Fund Samruk Kazyna (90.42%) and the National Bank of the Republic of Kazakhstan (9.58%). KMG reports to the President of Kazakhstan through the Ministry of Energy. KMG's subsidiaries are listed on its website at the following web address: https://www.kmg.kz/eng/kompaniya/dochernie_organizacii/struktura_kompanii/.

Item 10(b) Financed: KMGI is the subsidiary of KMG, which is the state-owned and -controlled oil and gas company of the Republic of Kazakhstan. KMG's shareholders are the Sovereign Wealth Fund Samruk Kazyna (90.42%) and the National Bank of the Republic of Kazakhstan (9.58%). KMG reports to the President of Kazakhstan through the Ministry of Energy. KMG's subsidiaries are listed on its website at the following web address: https://www.kmg.kz/eng/kompaniya/dochernie_organizacii/struktura_kompanii/.

Item 10(b) Subsidized: KMGI is the subsidiary of KMG, which is the state-owned and -controlled oil and gas company of the Republic of Kazakhstan. KMG's shareholders are the Sovereign Wealth Fund Samruk Kazyna (90.42%) and the National Bank of the Republic of Kazakhstan (9.58%). KMG reports to the President of Kazakhstan through the Ministry of Energy. KMG's subsidiaries are listed on its website at the following web address: https://www.kmg.kz/eng/kompaniya/dochernie_organizacii/struktura_kompanii/.

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U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant	2. Registration Number
Brownstein Hyatt Farber Schreck, LLP	5870

3. Name of Foreign Principal
KazMunayGas International

Check Appropriate Box:

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

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

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

7. What is the date of the contract or agreement with the foreign principal? 07/19/2022

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

Assisting KazMunayGas International and its parent, KazMunayGas, with educating U.S. policymakers on Kazakhstan's positions with respect to Kazakhstan's independence and investment opportunities in the country.

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

Outreach to U.S. policymakers and business leaders on Kazakhstan's position with respect to Kazakhstan's independence, strategic energy and critical mineral production, and investment opportunities in the country.

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.

Outreach to U.S. policymakers and business leaders on Kazakhstan's position with respect to Kazakhstan's independence, strategic energy and critical mineral production, and investment opportunities in the country.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

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07/29/2022	Marc Lampkin	/s/Marc Lampkin

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EXECUTION

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Date	Printed Name	Signature
7/29/22	Marc Lampkin	

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Brownstein

Brownstein Hyatt Farber Schreck, LLP
202.296.7353
1155 F Street NW, Suite 1200
Washington, DC 20004

July 19, 2022

Marc S. Lampkin
Shareholder
202.652.2341 tel
mlampkin@bhfs.com

KMG International N.V.World Trade Center Building
Strawinskylaan 807, Tower A
Postal Code 1077XX
Amsterdam, Netherlands

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP ("Brownstein" or the "Firm") to serve as policy advisors to the KazMunayGas International ("KazMunayGas International" or "the Client"). We are very pleased and privileged to work with you. The purpose of this engagement letter (the "Agreement") and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the "Terms") is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent KMG International NV, acting in its own capacity and as instructed by its parent company JSC NC KazMunayGas ("KMG") acting as a holding company with subsidiaries dealing on the oil and gas market. The parties agree that the firm may liaise and hold discussions with the Embassy of the Republic of Kazakhstan in the United States, for the benefit of the KMG group in relation to the scope.

Scope of Engagement: This Agreement and the Terms apply to the policy engagement described in the attached Statement of Work, as well as future policy-related engagements with respect to which the Client would ask the Firm to represent it, unless the Firm and the Client execute a separate agreement for one or more separate engagements. Services rendered to the Client prior to the signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of this Engagement, it is anticipated that the Firm representative will supervise and coordinate the work on this matter, with the assistance of any policy professionals, law clerks, assistants, and other staff working for the Firm.

Upon execution of this Agreement, the Firm's total monthly retainer fee for this matter will be $110,000 (one hundred and ten thousand US dollars), effective through December 31st 2022, at which time this agreement will renew automatically for an additional 6-month term unless a party wants to terminate the agreement on a 15 days prior notice period. The initial payment for two months' work will be due in advance, held in trust, and earned at the monthly rate described here. No work shall commence until the initial payment is received. After the initial payment, the Firm will bill the client for each month's

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retainer fee in advance. At the end of each month, the Firm will submit a written report on completed activities of the respective period.

In the course of providing services, it may be necessary for the Firm to incur reasonable costs not exceeding $45,000 (forty-five thousand U.S. Dollars) per quarter. These will be agreed with the Client in writing in advance of being incurred. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur, including any necessary travel to Kazakhstan. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of affiliates and all adverse parties, as applicable. Based on the information provided, we have discovered no current conflicts. To help us continue to assess conflicts, as this matter proceeds, we will depend on you to keep us advised of changes in the KMG International's affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

We also wish to emphasize that the Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. We ask you in writing to waive objection to any legal conflict of interest that might be deemed to be created by our representation of other clients in legal, legislative or administrative policy matters that are directly adverse to your interests in the matters we are handling for you.

Appropriations: You agree that no compensation provided under the Agreement shall be paid from Federal appropriated funds, and that you will take all necessary steps to comply with the Federal Acquisition Regulation's Limitations on the Payment of Funds to Influence Federal Transactions, 48 C.F.R. § 3.800 et seq.

Government Contracts: We agree that the scope of our representations shall not include any acts that would induce or tend to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of this matter. You understand that the Firm does not hold itself out as being able to obtain any government contract on any basis other than the merits of the matter.

Foreign Agent Registration Requirements: The parties agree that the Firm may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Client and thereafter will be required to file the reports required by FARA, detailing its activities on the Client's behalf.

Privilege & Confidentiality: Please note that although Brownstein is a law firm, and many of the people with whom you will work may be licensed attorneys, there may be instances in which the Firm's

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communications with you are not covered by the attorney-client privilege. Even if the privilege does not apply, however, the Firm will treat all information and documents provided to us as confidential pursuant to the applicable Rules of Professional Conduct. Please let us know if you have questions so that we can discuss this issue in more detail.

Compliance with Anti-Bribery Laws: The parties represent and warrant that their owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of and will not offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly. The Parties shall undertake to ensure that the Parties and all persons representing, associated with or otherwise performing services for or on behalf of the respective party comply with applicable anti-bribery and anti-corruption legislation and policies. A party shall be entitled, without any liability to terminate the Agreement with immediate effect in the event it concludes, in its absolute discretion, that the other party or any of its representatives has committed a breach of the aforementioned.

Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to this Engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and the Client.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: _____
Marc S. Lampkin

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Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

KMG International N.V. ("KazMunayGas International")

By: _____
Name: Alexey Golovin
Proxy of the CEO

TR No. 24297754 KMG International N.V. Tax ID. NL808283652

By: _____
Name: Iskander Abdibaitov
Proxy of the CEO

By: _____
Name: Olga Tuncanu
Proxy of the CEO

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BROWNSTEIN HYATT FARBER SCHRECK, LLP
STANDARD TERMS AND CONDITIONS – POLICY MATTERS

Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the "Firm") agrees to represent you in accordance with the accompanying Engagement Agreement for Policy Services (the "Agreement") and these Standard Terms and Conditions – Policy Matters (the "Terms"). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, which are available to you, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner. The Firm will carry out the Services promptly, professionally and with due care and skill in accordance with your requirements and all applicable laws.

Billing Period and Payments: We will require you to pay the first 60 days, or two months of the retainer fee, in advance. Thereafter, we will bill you on a monthly basis. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a detailed billing statement. We will also submit separately from the bill a monthly activity report that substantiates the services performed based on this agreement. You agree to pay 1.5% interest on the outstanding balance in addition to the balance of fees and expenses due in the event your payment is not received by the Firm within 30 days of the billing statement. You confirm that the payments made pursuant to this Agreement will be made from your funds, and funds are not being provided by another entity for the purpose of paying the fees described in this Agreement.

Outside Contractors and Assistants: You agree that we may utilize contractors and assistants who are supervised by our policy professionals but not employed by the Firm, and who may reside inside or outside of the United States.

In-House Costs and External Expenses: In addition to fees incurred for the Scope of work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Other costs which you agree to pay include, but are not limited to reasonable expenses for travel, meals and hotel accommodations.

We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. These will be agreed with the client in writing in advance of being incurred. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

contingent upon the outcome or completion of a matter.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (15) days of the statement date.

Responses to Auditors' Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients' other legal and policy work,. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients' names or a description of their matters in marketing materials. Unless you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to

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the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this engagement at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued work for you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our engagement with you will be considered terminated at the earliest of your termination of our engagement, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS (Judicial Arbitration and Mediation Services) pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.

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BROWNSTEIN HYATT FARBER SCHRECK, LLP
STATEMENT OF WORK – POLICY MATTERS

KazMunayGas International and the Firm have agreed to represent the Client in the following brand management, policy and legal matters:

- Assisting KazMunayGas and KazMunayGas International with educating U.S. policymakers and business leaders on Kazakhstan's position with respect to its independence, its strategic energy and critical mineral production, and investment opportunities in the country;
- Develop the list of the key stakeholders for the successful implementation of the activities required to promote the strategic interests of Client, including, but not limited to US officials, diplomatic circles, trading platforms, news agencies (eg. Platts), traders, financial institutions, insurance companies, press, etc.
- Providing business focused, strategic advice on establishing and promoting the interest of the Client in the U.S., and collaborating with the Client.
- Develop a campaign to remind and/or introduce U.S. policymakers to the strategic importance of Kazakhstan as a strategic partner of the United States;
- Engage, on behalf of and in conjunction with the Client, members of Congress and senior administration officials; and work with third party groups to create supportive bilateral dialogue between U.S. thought leaders and Kazakhstan;
- The parties may agree from time to time to extend and/or adjust the initial scope of the work if the context will require and additional services are needed in this respect.

Deliverables

The following list of deliverables of services shall substantiate the services performed based on this Agreement:

- At the outset of our engagement, we will work with the Client to organize a "Kick Off Strategy and Planning" session to define and agree upon priorities, engagement strategy, messaging materials, and timeline. Each month we will review and update priorities and engagement strategy based on feedback and input from the Client.
- Organized meetings, proof of communication with U.S. policymakers and business leaders on Kazakhstan's position with respect to its independence, its strategic energy and critical mineral production, and investment opportunities in the country;
- The list of the key stakeholders.
- Organized meeting, proofs of publications and communications with the key stakeholders in reference to priorities defined upon the outset of the agreement.

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