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OMB No. 1124-0006; Expires October 31, 2026

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
Aquila Strategies, LLC

2. Registration Number
7409

3. Primary Address of Registrant
300 New Jersey Ave. NW, Suite 900, Washington, DC 20001

4. Name of Foreign Principal
LB International Solutions, LLC (on behalf of the Turkish Republic of Northern Cyprus – DC office and Govt. of the Republic of Turkey, Embassy)

5. Address of Foreign Principal
1318 Riggs Street NW
Washington, DC 20009

6. Country/Region Represented
TURKEY

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)* Limited Liability Company (LLC)
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

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

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

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

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

b) Aim, mission or objective of foreign political party

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

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

Government relations and PR services

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).

Item 10(b) Subsidized: LB International Solutions, LLC is paid for its consulting and government relations services by the Turkish Republic of Northern Cyprus - DC office and the Government of the Republic of Turkey, Embassy, and its FARA filings reflect its receipt and disbursement activity.

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.

LB International Solutions, LLC is a U.S. based consulting firm owned and controlled by Lydia Borland.

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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
05/15/2024	Cem Gursoy	Sign	/s/Cem Gursoy
		Sign	
		Sign	
		Sign	

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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
5/14/2024	CEM GURSOY	

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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
Aquila Strategies, LLC	7409

3. Name of Foreign Principal

LB International Solutions, LLC (on behalf of the Turkish Republic of Northern Cyprus – DC office and Govt. of the Republic of Turkey, Embassy)

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? 04/24/2024

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

Provide government relations and consulting services for the foreign principal.

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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.

The work will include proposing and pursuing passage of legislation and other U.S. government action that promotes the client's interest, drafting documents, educating Members of Congress and the Administration, preparing analyses and other reports concerning developments on particular issues of interest to the client, and any other action that may ordinarily and customarily be associated with government relations, lobbying and consulting services.

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.

In coordination with LB International Solutions, LLC, Aquila Strategies LLC will assist the Turkish Republic of Northern Cyprus (TRNC) - DC office and the Government of the Republic of Turkey, Embassy with monitoring, reporting, analyses, consulting, setting up meetings, and potentially other government relation's activities.

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.

Meetings and phone calls with Congressional offices to discuss Cyprus and U.S. - Turkey Relations.

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

Date	Contact	Method	Purpose
04/24/2024	Office of Rep. Jerry Carl (R-AL-1)	Phone call	Scheduling matter for the Turkish Republic of Northern Cyprus (Follow-up)
04/24/2024	Office of Rep. Jerry Carl (R-AL-1)	In-person Meeting	Cyprus
04/24/2024	Office of Rep. Mark Green (R-TN-7)	In-person Meeting	Cyprus
04/30/2024	Rep. Mike McCaul (R-TX), Rep. Gregory Meeks (D-NY)	In-person Meeting	U.S. - Turkey Relations

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
05/06/2024	LB International Solutions, LLC	Services rendered	$ 2,000.00
			$ 2,000.00
			Total

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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount/Thing of Value

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

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
05/15/2024	Cem Gursoy	Sign	/s/Cem Gursoy
		Sign	
		Sign	
		Sign	

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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
5/14/2024	CEM GURSOY	

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Services Agreement

This Services Agreement (this "**Agreement**"), dated as of April 24th 2024 (the "Effective Date"), is entered into by and between Aquila Strategies, LLC, a District of Columbia Limited Liability Company, with offices located at 300 NEW JERSEY AVENUE NW, SUITE 900, WASHINGTON, D.C. 20001 ("**Service Provider**") and LB INTERNATIONAL SOLUTIONS LLC, a district of Columbia Limited Liability Company, with offices located at 1318 RIGGS STREET NW, WASHINGTON, D.C. 20009, ("**Customer**" and together with the Service Provider, the "**Parties**", and each a "**Party**").

The Service Provider has the capability and capacity to provide government relations and consulting services; and

The Customer desires to retain the Service Provider to provide the said services under the terms and conditions hereinafter set forth, and the Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Service Provider and the Customer agree as follows:

1. SERVICES.

1.1 The Customer hereby engages the Service Provider, and the Service Provider hereby accepts such engagement to provide certain services to the Customer on the terms and conditions set forth in this Agreement.

1.2 The Service Provider shall provide to the Customer the services set forth in Schedule 1 (the "**Services**").

1.3 As set forth in Schedule 1, the Customer shall provide the Service Provider with access to its premises, materials, information and systems necessary for the performance of the Services. The Customer shall obtain and maintain all necessary licenses and consents, if any and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

1.4 The Service Provider shall comply with all rules and procedures communicated to Service Provider in writing by the Customer, including those related to safety, security, and confidentiality.

1.5 The Service Provider shall appoint a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Service Provider Contract Manager") who initially shall be Cem Gursoy. The Service Provider may replace the Service Provider Contract Manager or appoint any other representatives after obtaining Customer's consent, which consent shall not be unreasonably withheld or delayed.

2. TERM. Unless earlier terminated in accordance with Section 8 by the Service Provider or the Customer, the term of this Agreement shall commence on April 24th, 2024 and end on December 31, 2024 (the "Initial Term"). The term of this Agreement shall be extended automatically for a successive six-month period as of the last day of the Initial Term and as of the last day of each successive six-month period of time thereafter while this Agreement is in effect (the "Term").

3. FEES AND EXPENSES.

3.1 As full compensation for the Services and the rights granted to the Customer in this Agreement, the Customer shall pay the Service Provider a fee of $5,000 per month for services rendered for the

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Customer's relationship with the Turkish Republic of Northern Cyprus (TRNC) - Washington DC Office plus $5,000 per month for services rendered for the Customer's relationship with the Government of the Republic of Turkiye, Embassy (collectively, the "**Fees**") payable by the 3rd day of every month. The Service Provider acknowledges that the Service Provider will receive an IRS Form 1099-NEC from the Customer, and that the Service Provider shall be solely responsible for all federal, state, and local taxes.

3.2 Should the Parties agree to renegotiate and adjust the Fees, any such new Fee amount will be stated in writing in an amendment to this Agreement to be signed by both Parties.

3.3 Should the Parties agree to increase the scope of this Agreement to include additional clients being serviced by the Customer, other than Turkish Republic of Northern Cyprus (TRNC) - Washington DC Office and the Government of the Republic of Turkiye, Embassy, an additional Fee shall be negotiated and included in writing in an amendment to this Agreement to be signed by both Parties.

4. RELATIONSHIP OF THE PARTIES.

4.1 Service Provider are an independent contractor of the Customer providing services to the clients of the Customer, and the Service Provider have no authority (and shall not hold the Service Provider itself out as having authority) to bind the Customer and the Service Provider shall not make any agreements or representations on the Customer's behalf without the Customer's prior verbal or written consent.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, except for any Confidential Information of the Customer or Customer materials, shall be owned by the Service Provider. The Service Provider hereby grant the Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable the Customer to make reasonable use of the deliverables and the Services for the Term of this Agreement.

5.2 As between the Service Provider and the Customer, the Customer is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to the Service Provider by the Customer ("**Customer Materials**"). The Service Provider has no right or license to reproduce or use any Customer Materials except solely during the Term to the extent necessary to perform the Service Provider's obligations under this Agreement. All other rights in and to the Customer Materials are expressly reserved by the Customer. The Service Provider has no right or license to use the Customer's trademarks, service marks, trade names, logos, symbols, or brand names.

6. CONFIDENTIALITY.

6.1 The Service Provider acknowledges that the Service Provider will have access to information that is treated as confidential and proprietary by the Customer, including, without limitation, trade secrets, and information pertaining to business operations and strategies, customers in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential**

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Information"). Confidential Information will either be marked as such in writing or the Service Provider will be informed verbally by the Customer regarding the confidential nature of the Confidential Information. Any Confidential Information that the Service Provider accesses or develops in connection with the Services shall be subject to the terms and conditions of this clause. The Service Provider agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Customer in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. The Service Provider shall notify the Customer immediately in the event Service Provider become aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information shall not include information that:

(a) is or becomes generally available to the public other than through the Service Provider's breach of this Agreement; or

(b) is communicated to the Service Provider by a third party that had no confidentiality obligations with respect to such information.

6.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

6.4 Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

(a) The Service Provider will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or

(ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(b) If the Service Provider files a lawsuit for retaliation by the Customer for reporting a suspected violation of law, the Service Provider may disclose the Customer's trade secrets to the Service Provider's attorney and use the trade secret information in the court proceeding if Service Provider:

(i) file any document containing the trade secret under seal; and

(ii) do not disclose the trade secret, except pursuant to court order.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Service Provider represents and warrants to the Customer that:

(a) the Service Provider have the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of the Service Provider's obligations in this Agreement.

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(b) the execution of this Agreement by its representative whose signature is set forth at the en hereof has been duly authorized by all necessary corporate action; and

(c) the performance by the Service Provider of all its obligations hereunder, including the attaining and maintaining appropriate and necessary legal registrations, disclosure and other requirements for provision of services to its clients, at all times, will be conducted in compliance with all applicable laws.

7.2 The Customer hereby represents and warrants to the Service Provider that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action; and

(c) the performance by the Customer of all its obligations hereunder, including the attaining and maintaining appropriate and necessary legal registrations, disclosure and other requirements for provision of services to its clients, at all times, will be conducted in compliance with all applicable laws.

(d) it has the financial capability to remit the monthly Fees due to the Service Provider as defined above in Section 3.1.

8. TERMINATION.

8.1 The Service Provider or the Customer may terminate this Agreement without cause upon 15 calendar days' written notice to the other party to this Agreement. In the event of termination pursuant to this clause, the Customer shall pay Service Provider on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.

8.2 The Service Provider or the Customer may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the other party does not cure such breach within 10 calendar days after receipt of written notice of such breach.

8.3 The terms and conditions of this clause and Section 5.2, Section 6, Section 11, and Section 12, shall survive the expiration or termination of this Agreement.

9. OTHER BUSINESS ACTIVITIES. Nothing in this Agreement shall be construed to prevent the Service Provider from providing to other clients services that are similar to or identical to the Services.

10. ASSIGNMENT. The Parties shall not assign any rights, or delegate or subcontract any obligations under this Agreement without the other party's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against the non-assigning Party on one hand and the successors and assigns of the assigning party on the other hand.

11. GOVERNING LAW, JURISDICTION, AND VENUE This Agreement and all related documents including all schedules attached hereto and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the District of Columbia,

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without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction other than those of the District of Columbia to apply.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the District of Columbia or, if such court does not have subject matter jurisdiction, the Superior Court of the District of Columbia, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and further agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

12. MISCELLANEOUS.

12.1 The Service Provider shall not export, directly or indirectly, any technical data acquired from the Customer, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

12.2 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall either be emailed or be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this Section.

12.3 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

12.5 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.6 This Agreement may be executed in multiple counterparts and by electronic or facsimile or pdf signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

LB INTERNATIONAL SOLUTIONS, LLC

BY: .....

Name: Lydia Borland

Title: President/Member

Date: 04/24/2024

Aquila Strategies, LLC

By: .....

Name: Cem Gursoy

Title: Member

Date: 04/24/2024

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SCHEDULE 1

1. SERVICES:

The Service Provider will, when appropriate and feasible, provide services to assist the Customer in furtherance of the Customer's following services to its clients:

(a) Proposing and pursuing passage of legislation and other U.S. government action that promotes clients' interests;

(b) Preserving and enlarging the Congressional Caucuses relevant to the clients;

(c) Educating Members of Congress and the Administration on issues of importance to clients;

(d) Promptly notifying the clients of any action in Congress or the Executive Branch on issues of importance to the clients;

(e) Preparing analyses of developments in Congress and the Executive Branch on particular issues of concern to the clients;

(f) Maintaining and forging alliances with other interest groups whose goals are similar to or shared by the clients.

2. ACCESS PROVIDED BY CUSTOMER:

- Quorum Government Relations Platform
- Bloomberg Government Platform
- Other platforms used by LBIS, as needed, to conduct services specified in SCHEDULE 1.

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