

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 Brown Rudnick LLP	2. Registration Number 7376
--	--------------------------------

3. Primary Address of Registrant One Financial Center, Boston, MA 02111
--

4. Name of Foreign Principal Ministry of Justice of the Republic of Kazakhstan	5. Address of Foreign Principal Mangilik El Street, Bld. 8, House of Ministries, Entrance 13 Astana KAZAKHSTAN 0100000
---	--

6. Country/Region Represented KAZAKHSTAN

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

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

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Ministry of Justice

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

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.

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.

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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

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.

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
02/28/2024	Benjamin G. Chew	/s/Benjamin G. Chew
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
<u>2/28/2024</u>	<u>Benjamin G. Chew</u>	<u><i>Benjamin G. Chew</i></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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
Brown Rudnick LLP

2. Registration Number
7376

3. Name of Foreign Principal
Ministry of Justice of the Republic of Kazakhstan

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? 02/28/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Ministry of Justice of the Republic of Kazakhstan has engaged Brown Rudnick from February 28, 2024 to December 31, 2024 to provide certain legal and consulting services. Please see the attached engagement letter, which describes the representation.

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

Brown Rudnick has been engaged to provide legal and consulting services to the Ministry of Justice of the Republic of Kazakhstan (the "Client"), including but not limited to monitoring of media space, in connection with United States and English law, in assisting, representing, and protecting the Client in pre-arbitration and pre-trial processes in the United States or pre-action in the United Kingdom, before official authorities and institutions of the United States and United Kingdom, and other matters as Brown Rudnick and the Client may agree.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

Please see above description of services. Some of Brown Rudnick's activities may involve engaging with the U.S. government or media.

11. Prior to the date of registration² 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 register³ 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 register⁴ 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.

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
02/28/2024	Benjamin G. Chew	/s/Benjamin G. Chew
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
<u>2/28/2024</u>	<u>Benjamin G. Chew</u>	<u><i>Benjamin G. Chew</i></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

brownrudnick

CAMILLE M. VASQUEZ
direct dial: 949.440.0240
fax: 949.486.3667
cvasquez@brownrudnick.com

February 28, 2024

Via Email kanc@adilet.gov.kz

Republic of Kazakhstan
Ministry of Justice
Vice-Minister of Justice Daniyel Vaissov
Mangilik el Street, bld. 8, House of Ministries
Entrance 13, Astana 010000

RE: Confirmation of Engagement

Dear Vice-Minister of Justice Daniyel Vaissov:

We are very pleased that the Ministry of Justice for the Republic of Kazakhstan ("you" or the "Client"), has engaged Brown Rudnick LLP ("Brown Rudnick," the "Consultant", "us," "we," "our," or the "Firm"). This letter sets forth the basis on which Brown Rudnick will provide certain legal services, the scope of such services, and the terms and conditions on which we will perform them (this letter is the "Engagement Agreement"). To the extent they are relevant, this Engagement Agreement incorporates the terms of the General Terms Letter between Brown Rudnick LLP and the Ministry of Justice for the Republic of Kazakhstan now or subsequently in effect, including any amendments thereto and future iterations thereof, which relates to this engagement and may also relate to other engagements from time to time (the "General Terms Letter"). Please carefully review the Engagement Agreement.

I am honored to represent you and, of course, I am available to answer any questions you may have regarding the engagement.

Brown Rudnick LLP | brownrudnick.com | 2211 Michelson Drive, 7th Floor, Irvine, CA, 92612 | 1.949.752.7100



Scope of Engagement

We have agreed to represent you from February 28, 2024 (subject to our first making any filings under FARA that are required to be made prior to the provision of services) through December 31, 2024, subject to you accepting this Engagement Agreement, and payment of the retainer in connection with providing certain brand and reputation management advice, which we expect to include the following tasks:

1.1 Subject Matter of Services

The Consultant shall render to the Client for remuneration legal and consulting services including but not limited to monitoring of media space, in connection with United States and English law, in assisting, representing, and protecting the Client in pre-arbitration and pre-trial processes in the United States or pre-action in the UK, before official authorities and institutions of the United States and United Kingdom and other matters upon request of the Client and as may be agreed by the Consultant from time to time in writing. To the extent that the Client desires that the Consultant make an appearance or provide representation on record in any court, the Client shall request that the Consultant provide such services, which Consultant may provide in its sole and absolute discretion pursuant to the terms of a separate contract.

1.2. The Scope of the Services

The Consultant shall provide the following services in connection to the subject matter of the Contract:

- (i) advising the Client on laws of the United States and England;
- (ii) consulting the Client on all legal matters under United States and English law concerning the subject matter of the Contract;
- (iii) preparation of all necessary legal and litigation documents for the representation, subject to the provisions of paragraph 1.1;
- (iv) representation and protection of the interests of the Client before the official authorities of the United States and England, including in the United States Department of Justice, as well as upon Client's request in relation to other proceedings, subject to the terms of a separate contract being contract being entered into pursuant to paragraph 1.1;
- (v) advising and reporting to the Client in respect to all actions taken in civil proceedings, subject to the terms of a separate contract being entered into pursuant to paragraph 1.1;
- (vi) providing technical support to the Client that may include the presence of the Client's



Republic of Kazakhstan
Page 3
February 28, 2024

- employees in the Consultant's offices;
- (vii) advising on documents related to the subject matter of this Contract received from official authorities of the United States;
- (viii) preparation and support in the preparation of required materials on the subject matter of this Contract, and reference materials on law of the United States and English law as requested by the Client;
- (ix) analysis of legal issues concerning the subject matter of this Contract as requested by the Client and agreed to by the Consultant;
- (x) interact and cooperate with the Embassy of the Republic of Kazakhstan in the United States on an ongoing basis.
- (xi) monitor current and past news concerning the Republic of Kazakhstan on certain online publications;
- (xii) conduct text checks seeking misinformation and misrepresentations in certain online publications;
- (xiii) communicate with the media regarding the Republic of Kazakhstan, in each case solely to the extent permitted by applicable law;
- (xiv) analyze legal issues pertaining to media coverage of the Republic of Kazakhstan
- (xv) other services required for the proper performance in relation to the subject matter of the Contract as requested by the Client and agreed to by the Consultant; and
- (xvi) advising the Client on laws of the United States and English law and treaties relating to controversies arising from or related to the information activity of certain media, as well as other issues as requested by the Client.

Staffing, Fees, Expenses and Disclosures

I will have primary responsibility for the engagement. To the extent necessary and appropriate, other lawyers and Firm personnel may work on this matter as well.

Fees for our services will be based on the time expended by each lawyer and other Firm personnel (including personnel we may temporarily engage) on your matter, multiplied by that person's hourly rate. My hourly rate is currently \$1260.

In addition to the fees for services, you also shall pay, and reimburse the Firm for, all costs and expenses incurred by the Firm in connection with the engagement including, without limitation, those identified in the Schedule of Disbursement Charges provided in the Terms Letter.

The fees paid or payable to the Firm, along with expenses the Firm pays or owes on the Republic of Kazakhstan's behalf, may be disclosed to the U.S. government and be available for review by the general public through the Firm's FARA registration filings, along with a copy of this



Engagement Agreement, and certain other information regarding our Firm, our personnel, the Client, and our services as may be required from time to time by FARA, including, without limitation, certain informational materials that may be disseminated, including any publications, social media, and other information that we create or promote on your behalf.

The Firm's statements of fees for professional services and related costs and expenses will generally be prepared and mailed to you during the month following the month in which services are rendered or costs or expenses are incurred. The Firm will apply a 5% discount for the professional services and related costs and expenses. Payments are due within thirty (30) days of the date of the statement.

The Firm shall have the right to charge interest at the rate of nine percent (9%) per annum on all unpaid amounts commencing on the date that is thirty (30) days after the initial due date. Any interest charged for the previous billing period will be added to the following month's charge and shall bear like interest.

Communication

We will keep you apprised of significant developments in the course of the engagement and will obtain your direction on critical issues. While we will endeavor to consult with you about the Firm's work on an ongoing basis, if at any point you wish to discuss any issues or to clarify the legal advice we have provided you, please call upon us.

Governing Law

The Engagement Agreement shall be governed by and construed in accordance with the laws of England without giving effect to its choice of law provisions that would result in the application of the laws of a different jurisdiction, provided that: (i) our obligations to you shall also be subject to any applicable professional rules or codes of conduct applicable to the provision of our services to you, except to the extent the applicability of such provisions is permitted to be waived thereby and is waived by you; and (ii) to the extent that your obligations or our obligations are subject to the procurement laws of the Republic of Kazakhstan, such procurement laws shall govern.



Republic of Kazakhstan
Page 5
February 28, 2024

The Parties shall undertake all measures to ensure the peaceful resolution of all disagreements or disputes arising out of or in connection with this Engagement Agreement or its interpretation.

Any disagreement between the Parties arising in connection with this Engagement Agreement that cannot be peacefully resolved within 30 (thirty) days after a Party receives the other Party's request for such peaceful resolution shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place of arbitration shall be London, England.



Republic of Kazakhstan
Page 6
February 28, 2024

Acknowledgement

If you have any questions regarding the Engagement Agreement or any aspects of the Firm's representation of you, please do not hesitate to contact me. Your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out in this Engagement Agreement whether or not you sign the Engagement Agreement, but we do ask that you sign, date, and return to me the enclosed copy of this Engagement Agreement as additional confirmation that it correctly reflects the understanding between you and the Firm. We look forward to representing you and are pleased that you have chosen us to do so.

Sincerely,

BROWN RUDNICK LLP

Camille M. Vasquez

Consented and Agreed to:

Ministry of Justice for the Republic of Kazakhstan

By:
Name: DVAISSOV
Title: VICE-MINISTER
Dated: 28.02.2024

CMV:cs