



SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Türkiye ("Türkiye"), a foreign sovereign, and LB International Solutions LLC (LBIS).

1. Term: This Agreement shall be for the period from its date of execution through December 31, 2024. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.
2. Services: LBIS agrees to provide lobbying and government relations services to Türkiye, which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch. These services shall include, but not be limited to:
 - (a) Proposing and pursuing passage of legislation and other U.S. government action that promotes Türkiye's interests and provides a positive image of Turks, Türkiye, and the United States-Türkiye relationship;
 - (b) Preserving and enlarging the "Congressional Caucus on Turkey and Turkish Americans";
 - (c) Educating Members of Congress and the Administration on issues of importance to Türkiye;
 - (d) Promptly notifying Türkiye of any action in Congress or the Executive Branch on issues of importance to Türkiye;
 - (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Türkiye;
 - (f) Identifying official gatherings and social events to which Embassy personnel ought to attend, including to the extent possible, obtaining the necessary invitations;
 - (g) Identifying and/or arranging speaking engagements locally and nationally for Embassy personnel or their appointed or suggested proxies in settings that will improve Türkiye's

image and advance its causes on Capitol Hill. Such would be, if so directed by Türkiye, coordinated with Türkiye's public relations service provider[s]; and

(h) Maintaining and forging alliances with other interest groups whose goals are similar to or shared by Türkiye.

3. Personnel and Other Service Providers:

(a) LBIS shall compose its own team to achieve the best possible results in providing the services described above. It will provide Türkiye at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.

(b) LBIS may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at LBIS' discretion. LBIS shall be solely responsible for compensating any such additional subcontractors and consultants.

(c) Should for any reason Türkiye request that LBIS discontinue the services of any consultant, LBIS shall immediately terminate the relevant subcontract, applying the same terms described in Item 6 below.

(d) LBIS agrees to share information and work amicably with Türkiye's other service providers as identified by the Turkish Embassy.

4. Fees: Türkiye agrees to pay LBIS a total of \$1,020,000 in US Dollars based on the payment schedule detailed below for the services described in this Agreement to be performed by LBIS, its consultants and any additional subcontractors that it may retain.

Payment Schedule

- a. An installment of US\$340,000 due April 30, 2024;
- b. An installment of US\$85,000 due May 31, 2024;
- c. An installment of US\$85,000 due June 30, 2024;
- d. An installment of US\$85,000 due July 31, 2024;
- e. An installment of US\$85,000 due August 31, 2024;
- f. An installment of US\$85,000 due September 30, 2024;
- g. An installment of US\$85,000 due October 31, 2024;
- h. An installment of US\$85,000 due November 30, 2024;
- i. An installment of US\$85,000 due December 31, 2024;

All fee installment payments shall be paid to LBIS, by check or wire transfer. Prior to each payment, LBIS shall submit an invoice.

Additional Costs and Expenses: Should LBIS incur extraordinary costs and expenses on Türkiye's behalf that are not otherwise contemplated in the fees described above, Türkiye shall reimburse these costs provided that Türkiye gives explicit advance approval.

Termination:

- (a) This Agreement shall terminate upon its natural expiration if not renewed.
- (b) Either party may terminate this Agreement at any time prior to its natural expiration subject to fourteen (14) days advance written notice. In this event, Türkiye shall pay LBIS its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.
- (c) Should this Agreement terminate prior to its natural expiration, any fees paid to LBIS by Türkiye that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by LBIS to Türkiye.

7. Reporting and Performance Assessment:

LBIS shall provide a written report to Türkiye succinctly describing its work on Türkiye's behalf. Such reports need not include calculations of the time spent by the individual members of the LBIS team. Further, as often as Türkiye may desire, LBIS shall present to Türkiye a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Türkiye is not satisfied with LBIS's performance, Türkiye may, at its sole discretion, terminate this Agreement according to the terms stated herein.

8. Privileged Information: LBIS will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Türkiye during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals for a period of not less than two years. Upon the termination of this Agreement and any renewals Türkiye may request from LBIS return of any documents or other information provided by Türkiye.
9. Registration and Disclosure: LBIS and any Consultants it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.
10. Conflicts: LBIS shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. It shall immediately assess whether it represents any clients whose interests are contrary to Türkiye. If so, then it shall inform Türkiye, and then Türkiye and LBIS shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Türkiye acknowledge that a concurrent

representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, LBIS shall consult with the Turkish Embassy's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

11. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Türkiye. The Turkish Republic courts located in Ankara, Türkiye shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.
12. Power to Bind: Absent the express written consent of Türkiye, neither LBIS nor its consultants and subcontractors have authority to bind Türkiye in any manner whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on April 18th, 2024 in Washington, DC in two (2) original copies.

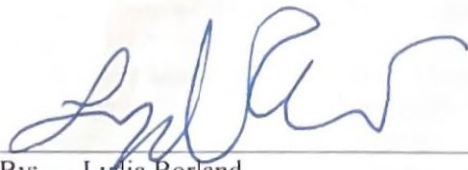
**FOR THE GOVERNMENT OF THE
REPUBLIC OF TÜRKİYE**



By: H. Diğdem Buner
First Counselor
Chargé d'affaires, ad interim.
Embassy of the Republic of Türkiye

04/18/2024
Date

FOR LB International Solutions LLC



By: Lydia Borland
LB International Solutions
President

04/18/2024
Date