

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 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 Imperium Strategies LLC	2. Registration Number 7559
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3. Primary Address of Registrant
 2677 Avenir Place, Vienna, VA 22180

4. Name of Foreign Principal ONJA Mali ve Yatirim Danismanligi Egitim İç ve Dis Ticaret Anonim Sirketi (ONJA)	5. Address of Foreign Principal Kmhrmak Mahallesi, Dumlupinar Bulvan, Next Level Plaza No: 3C 1-160 Ankara TURKEY 06510
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6. Country/Region Represented
 TURKEY

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:
 - 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(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.

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.

Investment advisory and consultancy services, including strategic advisory, training, and domestic and international trade-related consulting.

b) Is this foreign principal:

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

Privately owned and controlled by its management in Türkiye. Not owned or controlled by any foreign government, foreign political party, or other foreign principal.

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>01/26/2026</u>	<u>Brian Forni</u>	<input type="text" value="Sign"/> <u>/s/Brian Forni</u>
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____

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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 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 Imperium Strategies LLC	2. Registration Number 7559
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3. Name of Foreign Principal
ONJA Mali ve Yatirim Danismanligi Egitim İç ve Dis Ticaret Anonim Sirketi (ONJA)

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, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 10/29/2025

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

Pursuant to the written agreements, the registrant provides strategic advisory and government relations consulting services in support of LBIS International's work for ONJA. Services include analysis of U.S. policy and regulatory matters, strategic advice regarding engagement with U.S. institutions, and coordination support related to lawful advocacy and compliance-oriented activities. All services are advisory in nature and are performed in the United States in accordance with applicable U.S. laws and regulations.

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

The registrant engages in strategic advisory and government relations consulting activities on behalf of the foreign principal, including monitoring and analysis of U.S. policy and regulatory developments, advising on lawful engagement strategies with U.S. government institutions, and providing strategic guidance related to compliance, advocacy, and public-policy considerations. The registrant does not engage in political campaign activity and performs all services in compliance with applicable U.S. laws and regulations.

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.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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.

See Appendix for Response

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

Date	Contact	Method	Purpose
			No Political Activity Contacts to Report

12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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
See Appendix for Response			

\$ 22,480.00

Total

13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration 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
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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
<u>01/26/2026</u>	<u>Brian Forni</u>	<input data-bbox="889 451 961 493" type="text" value="Sign"/> <u>/s/Brian Forni</u>
<u> </u>	<u> </u>	<input data-bbox="889 541 961 583" type="text" value="Sign"/> <u> </u>
<u> </u>	<u> </u>	<input data-bbox="889 630 961 672" type="text" value="Sign"/> <u> </u>
<u> </u>	<u> </u>	<input data-bbox="889 714 961 756" type="text" value="Sign"/> <u> </u>

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Appendix Response to Item 11-Desc

Item 11-Desc: Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal? 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.

Prior to the filing of this registration amendment, the registrant engaged in limited preliminary activities on behalf of the foreign principal, including internal analysis, strategic advisory discussions, and a small number of initial, informational outreach communications with U.S. executive branch agencies for the purpose of understanding applicable processes and compliance requirements.

These communications were limited in scope and did not involve political campaign activity, public messaging, media outreach, or efforts to influence public opinion. No speeches, publications, social media content, or informational materials were prepared, sponsored, or disseminated.

The registrant's registration was filed promptly once contractual arrangements were finalized and administrative delays associated with the November 2025 government shutdown and reduced agency operations were resolved. Any delay in filing was inadvertent

Appendix Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register 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? 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
10/29/2025- 12/26/2025	LBIS International	Professional consulting services provided pursuant to a subcontracting agreement in connection with work performed on behalf of the foreign principal.	\$ 15,000.00
12/27/2025- 01/23/2026	LBIS International	Professional consulting services provided pursuant to a subcontracting agreement in connection with work performed on behalf of the foreign principal.	\$ 7,480.00

SUPPLEMENTAL AGREEMENT FOR FARA PURPOSES

This Supplemental Agreement ("Agreement") is entered into between LB International Solutions LLC ("LB") and Imperium Strategies LLC ("Imperium"), collectively "the Parties," for the purpose of complying with the Foreign Agents Registration Act ("FARA"), 22 U.S.C. § 611 et seq.

1. Foreign Principal

The Parties acknowledge that all services described herein are performed on behalf of the foreign principal:

ONJA Mali ve Yatırım Danışmanlığı Eğitim İç ve Dış Ticaret A.Ş. ("ONJA"), of Ankara, Türkiye.

2. Purpose of Agreement

LB has executed a lobbying and consulting services agreement with ONJA concerning representation of ONJA in the United States. LB retains Imperium to perform services that fall within the scope of the ONJA-LB engagement, which require disclosure under FARA.

3. Services to Be Performed

Imperium shall support LB in performing registrable activities under FARA, including outreach to U.S. Government officials, analysis, strategy, and representation connected to ONJA's matters. Imperium will act under LB's direction.

4. Compensation

For services performed under the ONJA-LB International agreement, LB shall pay Imperium fifty percent (50%) of the monthly fee received from ONJA. This equals USD 7,500 per month.

5. Term

The underlying ONJA contract took effect November 1, 2025 and continues for six (6) months, through April 30, 2026. This Supplemental Agreement is effective for the same duration, including any extensions.

6. Filing

This Agreement shall be filed with the U.S. Department of Justice as a supplemental statement or Exhibit B under FARA.

7. No Modification to ONJA Contract

This Agreement does not modify LB's contract with ONJA and is solely intended to document compensation and responsibilities between LB and Imperium for FARA compliance.

Signatures

LB International Solutions LLC

By:

Name: Lydia Borland

Date: January 26, 2026

Imperium Strategies LLC

By: *Brian Forni*

Name: Brian Forni

Date: January 26, 2026



LOBBYING SERVICES AGREEMENT

ARTICLE 1 PARTIES

This Lobbying Services Agreement is entered into on October 29, 2025, by and between:

LB INTERNATIONAL SOLUTIONS, LLC A COMPANY ESTABLISHED UNDER THE LAWS OF THE DISTRICT OF COLUMBIA (LB International)

M: +1 (202) 417-0110

E-Mail: lboland@mc.com

Address: 1318 Riggs St NW, Washington DC 20009

Lydia Borland, Founder

ONJA MALİ VE YATIRIM DANIŞMANLIĞI EĞİTİM İÇ VE DIŞ TİCARET ANONİM ŞİRKETİ (ONJA)

M: +90 533 636 56 68

E-Mail: info@onja.com.tr

Address: Kızılırmak Mahallesi, Dumlupınar Bulvarı, Next Level Plaza No: 3C1-160, Çankaya Ankara, TÜRKİYE 06510

Dr. Onur Yüksel, Founder/CEO

has been executed and entered into on October 29, 2025, and shall enter into force on the same date. In this Agreement, each of the foregoing shall be referred to individually as a 'Party' and collectively as the 'Parties.'

ARTICLE 2 SCOPE OF THE AGREEMENT

This Agreement covers the provision of lobbying and strategic communication services by LB International Solutions LLC (LB International) to ONJA, on behalf of Atempo Proje Taahhüt Ses ve Görüntü Sistemleri A.Ş., a company for which ONJA provides consultancy services. These services shall include the strategic planning, management, coordination, and execution of lobbying activities in the United States.

Within this scope, LB International shall:

- Organize and implement strategic planning and execution processes related to the lobbying activities to be carried out upon ONJA's request and establish contacts with relevant institutions and stakeholders.
- Plan, conduct, and follow up on meetings and engagements with the U.S. Department of Commerce, Bureau of Industry and Security (BIS) and all other relevant U.S. government bodies involved in export control and sanctions policy.

This includes active coordination with the End-User Review Committee (ERC) and its member agencies including the Department of Commerce (BIS), Department of Defense (DoD), Department of State (DoS), Department of Energy (DoE), and the Department of the Treasury, Office of Foreign Assets Control (OFAC), which collectively assess and determine Entity List designations and removals.



Furthermore, the plan covers outreach and communication with the U.S. Department of State, Directorate of Defense Trade Controls (DDTC), as well as members of Congress and relevant congressional committees responsible for trade, foreign affairs, and national security oversight.

These engagements are intended to ensure transparency, present Atempo's compliance progress, and support the company's formal request for review and potential removal from the Entity List.

- c. Prepare detailed reports on all meetings, discussions, and engagements, and submit periodic progress updates and briefing notes to ONJA.
- d. Coordinate the implementation of communication strategies developed throughout the process and update them upon ONJA's approval.

LB International shall perform its obligations in full compliance with applicable U.S. laws, lobbying ethics regulations, and compliance standards. ONJA agrees to provide LB International with all necessary information, documentation, authorizations, and access required for the execution of the services in a timely manner.

Expected Outcomes:

The engagements described above are expected to help BIS and ERC gain a clearer understanding of Atempo's current compliance structure and operational integrity. The primary objective of these meetings is to demonstrate that Atempo poses no export control or sanctions risk and has implemented an effective compliance management system fully aligned with U.S. regulatory expectations.

These efforts are also intended to raise awareness among ERC member agencies, ensure a more efficient and expedited review process for delisting, and clarify future licensing and communication procedures with U.S. authorities.

Ultimately, the goal is to facilitate a transparent, cooperative, and fact-based evaluation process leading to Atempo's removal from the Entity List as quickly and efficiently as possible.

ARTICLE 3

SCOPE OF SERVICES

- 3.1. LB International shall support the strategic planning of the processes to be carried out on behalf of Atempo, for which ONJA provides consultancy services. LB International shall organize the execution of lobbying activities and ensure the reporting of all engagements conducted in the United States. In addition, it shall cooperate with ONJA in the preparation of application files, collection of relevant information and documents, and organization of meetings as required throughout the process.
- 3.2. All engagements and meetings to be conducted in the United States shall be carried out by LB International under the supervision, approval, and oversight of ONJA. LB International shall act in accordance with the overall lobbying strategy established by ONJA and shall be responsible for the planning, execution, and follow-up of meetings with relevant authorities. Within this cope, LB International shall coordinate meetings with the U.S. Department of Commerce, Bureau of Industry and Security (BIS), the End-User Review Committee (ERC), members of the U.S. Congress, and other relevant committees and authorities.
- 3.3. Dr. Onur Yüksel may attend meetings and discussions on behalf of ONJA. When deemed necessary, authorized representatives of LB International may also participate in such meetings.
- 3.4. No meeting or discussion shall be conducted without the prior written approval of ONJA. This provision is binding to preserve the strategic integrity of the process.



- 3.5. LB International shall prepare regular written reports on all meetings, engagements, and communications conducted and submit them to ONJA. Each report shall include the date of the meeting, participants, topics discussed, decisions made, and proposed follow-up actions.
- 3.6. LB International may, when deemed necessary to ensure the effectiveness and compliance of the process, submit written proposals to ONJA for additional meetings or discussions. Such proposals shall be reviewed and decided upon by ONJA within a reasonable period of time.

ARTICLE 4

TERM

- 4.1. This Agreement shall remain in force for a period of six (6) months from the date of signature. The active lobbying period shall take place between November 2025 and January 2026, during which the primary meetings and core lobbying activities are expected to be conducted and completed. The subsequent period, covering February through April 2026, shall consist of follow-up actions, progress monitoring, and, where deemed necessary, additional meetings or engagements aimed at reinforcing the outcomes of the active phase.
- 4.2. Upon mutual agreement of the Parties, the term of this Agreement may be extended through a written addendum. In the absence of such an addendum after the expiration of the initial term, this Agreement shall automatically be deemed terminated without further notice.

ARTICLE 5

FEES AND PAYMENTS

- 5.1. ONJA shall pay LB International Solutions LLC a monthly service fee of USD 15,000 (fifteen thousand United States dollars) for the services provided under this Agreement.
- 5.2. LB International shall issue the invoice for the respective month after the 5th day of each month and deliver it to ONJA. ONJA shall pay the invoiced amount to the bank account designated in writing by LB International within five (5) business days following the date of receipt of the invoice.
- 5.3. If the lobbying activities carried out by LB International are conducted in an efficient, effective, and dynamic manner and result in the successful removal of Atempo Proje Taahhüt Ses ve Görüntü Sistemleri A.Ş. from the Entity List of the U.S. Department of Commerce, the payment and amount of any success fee shall be determined based on the outcome of the process.
- 5.4. If the removal from the Entity List occurs before the expiration of this Agreement, LB International shall be entitled to the remaining monthly service fees. These amounts shall be paid in full within the same month in which the removal occurs, to the bank account designated in writing by LB International.

ARTICLE 6

OBLIGATIONS

6.1. Obligations of LB International

- 6.1.1. LB International shall perform all activities in accordance with national and international professional standards, exercising the highest level of care, diligence, and confidentiality.
- 6.1.2. LB International does not provide any guarantee regarding the outcome of the process; its obligation is to exercise professional effort within the scope of its technical knowledge and expertise.
- 6.1.3. LB International shall carry out the strategic coordination of the process in close cooperation with ONJA and provide ONJA with regular written reports on the progress of the activities.



- 6.1.4. LB International shall plan and conduct the lobbying activities to be carried out in the United States, organize and manage engagements with target institutions (including BIS, ERC, members of the U.S. Congress, relevant committees, and ministries), and perform all such activities under the guidance and approval of ONJA.
- 6.1.5. LB International shall exert its best efforts, particularly during the first three months of the Agreement (November 2025 - January 2026), to ensure that all meetings, appointments, and planning activities are conducted efficiently. During this period, LB International shall dedicate a high level of coordination, representation, and follow-up efforts aimed at advancing the process for the removal of Atempo from the Entity List of the U.S. Department of Commerce. LB International shall ensure that the process progresses in a professional, transparent, and compliant manner and shall promptly inform ONJA of any deviations or delays from the agreed timeline.

6.2. Obligations of ONJA

- 6.2.1. ONJA shall timely provide all necessary information, documents, access, and correspondence required for the process and shall obtain and convey to LB International all approvals, authorizations, and support required from Atempo for the effective execution of the lobbying activities.
- 6.2.2. ONJA shall ensure that all activities carried out throughout the process comply with applicable national and international regulations and shall act in accordance with the coordination decisions made by LB International.
- 6.2.3. ONJA shall prepare and submit weekly reports to Atempo regarding the efficiency, progress, and effectiveness of the process, as well as its contribution to Atempo's potential removal from the Entity List of the U.S. Department of Commerce. In these reports, ONJA shall also present its assessments and recommendations concerning whether the process should continue or be concluded.

ARTICLE 7

TERMINATION OF THE AGREEMENT

14 day notice

- 7.1. The Parties may terminate this Agreement ~~immediately~~, either unilaterally or mutually, for just cause upon the occurrence of any of the following circumstances:
 - i. Failure to arrange or effectively conduct meetings or appointments,
 - ii. Lack of reasonable progress in the process,
 - iii. Failure of the mutually agreed lobbying company to provide the necessary support or information flow,
 - iv. The process becoming practically impossible to continue or reaching a standstill,
 - v. If Atempo is not satisfied with the progress or outcome of the process, the Agreement may be unilaterally terminated upon written notice by ONJA.
- 7.2. Termination shall be made in writing, and the date of notification shall be deemed the effective date of termination.
- 7.3. In the event of termination, only the monthly service fees accrued up to the termination date shall be paid by ONJA to LB International. No fees or payments may be claimed for any period following the termination date.

[Handwritten signature] *LAS*



ARTICLE 8

CONFIDENTIALITY AND DATA PROTECTION

- 8.1. LB International undertakes to keep confidential all commercial, financial, technical, legal, administrative, strategic, or similar information ("Confidential Information") obtained from ONJA or through ONJA, or related to ONJA's client Atempo, during the performance of this Agreement, and to use such information solely for the purposes of this Agreement.
- 8.2. The Parties agree to act in full compliance with the Turkish Law on the Protection of Personal Data No. 6698 ("KVKK") and its related secondary legislation, as well as all applicable data protection, privacy, and information security regulations in the United States. The Parties further undertake to protect ONJA's trade secrets, client information, intellectual and industrial property rights, and all other confidential data of a similar nature.
- 8.3. LB International acknowledges that it will have access to Confidential Information belonging to ONJA and ONJA's client companies during the term of this Agreement. For the purposes of this Agreement, "Confidential Information" means any information, whether written, oral, electronic, or otherwise, that is not publicly available and is either explicitly designated as confidential or, by its nature, should reasonably be understood to be confidential.
- 8.4. LB International agrees that, during the term of this Agreement and for a period of five (5) years following its termination, it shall not disclose ONJA's Confidential Information to any third party and shall use such information only for the purpose of fulfilling its obligations under this Agreement. LB International shall take all necessary measures to prevent unauthorized disclosure by its employees, representatives, or subcontractors and shall protect ONJA's Confidential Information with the same degree of care as it uses to protect its own confidential information.
- 8.5. The above confidentiality obligations shall not apply to disclosures required by a court order, regulatory authority, or other governmental mandate; however, in such cases, LB International shall promptly notify ONJA of the request or order and shall limit the scope of disclosure to the minimum extent required by law.
- 8.6. LB International shall conduct all communications, information exchanges, reporting, and coordination activities exclusively with ONJA under this Agreement. LB International shall not contact, share information with, or hold meetings with any third party, including Atempo, without the prior written consent of ONJA.

ARTICLE 9

ETHICS AND COMPLIANCE

- 9.1. The Parties undertake to conduct all activities under this Agreement in accordance with the principles of honesty, transparency, professionalism, and good faith, and shall refrain from engaging in any illegal activities, including but not limited to bribery, corruption, money laundering, conflicts of interest, or unfair competition.
- 9.2. The Parties shall fully comply with all applicable national and international laws and regulations related to sanctions, export controls, embargoes, and anti-bribery measures. This includes, but is not limited to, compliance with the U.S. Export Administration Regulations (EAR), Office of Foreign Assets Control (OFAC) regulations, European Union sanctions regimes, United Nations sanctions decisions, and the OECD Anti-Bribery Convention.

A handwritten signature in blue ink, followed by the initials "LAB" also in blue ink.



ARTICLE 10

DISPUTE RESOLUTION

The Parties agree that any dispute arising out of or in connection with this Agreement shall first be resolved through good-faith negotiations between them. If the negotiations fail to produce a resolution, the dispute shall be submitted to mediation in accordance with the Turkish Law on Mediation in Civil Disputes (Law No. 6325). If the mediation process does not result in an agreement, the dispute shall be finally and conclusively resolved through arbitration by a sole arbitrator to be jointly appointed by the Parties, with the seat of arbitration in Ankara, and the arbitral award shall be final and binding on both Parties.

ARTICLE 11

EFFECTIVENESS AND NUMBER OF COPIES

This Agreement, consisting of eleven (11) articles, has been read and agreed upon by the Parties of their own free will, and was executed and entered into force on October 29, 2025, in a single original copy.

ONJA MALİ VE YATIRIM
DANIŞMANLIĞI EĞİTİM İÇ VE DIŞ
TİCARET A.Ş.
DR. ONUR YÜKSEL

LB INTERNATIONAL SOLUTIONS, LLC
LYDIA BORLAND

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 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 Imperium Strategies LLC	2. Registration Number 7559
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3. Name of Foreign Principal
Government of Turkiye (through LB International Solutions)

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, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 03/17/2025
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide lobbying and government relations services as a subcontractor on behalf of the Government of the Republic of Turkey. Activities include promoting legislation and U.S. government actions favorable to Turkey; expanding the Congressional Caucus on Turkey; educating Congress and the Executive Branch on issues of importance to Turkey; monitoring legislative and administrative developments; identifying relevant events and speaking opportunities for Turkish Embassy personnel; and building alliances with like-minded interest groups.

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

The registrant proposes to provide lobbying and government relations services on behalf of the Government of the Republic of Turkey, including promoting favorable legislation, engaging with Congress and Executive Branch officials, monitoring policy developments, educating U.S. policymakers on issues important to Turkey, identifying relevant events and speaking opportunities for Embassy personnel, and supporting efforts to strengthen Turkey's image and U.S.-Turkey relations.

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.

The registrant will engage in lobbying and advocacy efforts on behalf of the Government of the Republic of Turkey to influence U.S. policy and legislation favorable to Turkey. Activities include direct outreach to Members of Congress and Executive Branch officials; promoting policies that strengthen U.S.-Turkey relations; monitoring legislative developments; providing briefings and informational materials; arranging meetings and events for Embassy personnel; and supporting public relations strategies.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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.

The registrant will engage in lobbying and advocacy efforts on behalf of the Government of the Republic of Turkey to influence U.S. policy and legislation favorable to Turkey. Activities include direct outreach to Members of Congress and Executive Branch officials; promoting policies that strengthen U.S.-Turkey relations; monitoring legislative developments; providing briefings and informational materials; arranging meetings and events for Embassy personnel; and supporting public relations strategies.

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

Date	Contact	Method	Purpose
No Political Activity Contacts to Report			

12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration 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
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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
01/26/2026	Brian Forni	Sign /s/Brian Forni
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that are difficult to decipher. The signature is slanted upwards from left to right. It appears to be a stylized name, possibly starting with a large 'B' or 'P' followed by several long, sweeping lines.