

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 BGD Legal & Consulting LLC	2. Registration Number 7576
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3. Primary Address of Registrant  
3017 BOLLING WAY, STE 130, Atlanta, GA 30305

4. Name of Foreign Principal National Investments Agency under the President of the Kyrgyz Republic	5. Address of Foreign Principal Bishkek City Rassakova KYRGYZSTAN 8/1
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6. Country/Region Represented  
KYRGYZSTAN

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

- Government of a foreign country<sup>1</sup>
- 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

<sup>1</sup> "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

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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.

See Appendix for Response

b) Is this foreign principal:

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

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

See Appendix for Response

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
06/11/2025	D E Wilson, Jr.	<input type="text" value="Sign"/> /s/D E Wilson, Jr.
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____

**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

Date	Printed Name	Signature
<u>May 27, 2025</u>	<u>D. E. Wilson, Jr.</u>	<u>D. E. Wilson Jr.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **Appendix Response to Item 10(a)**

National Investments Agency under the President of the Kyrgyz Republic is a governmental agency promoting foreign investments and assisting international companies in finding business opportunities in the Kyrgyz Republic.

The primary objectives of the National Agency are to attract and promote investment inflow to the national economy, to assist existing and potential exporters in promoting their products to overseas markets, as well as to develop mechanisms for public-private partnership.

## Appendix Response to Item 11

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

Item 10(b) Supervised: National Investments Agency under the President of the Kyrgyz Republic is a governmental agency promoting foreign investments and operates from the Office of the President of the Kyrgyz Republic.

Item 10(b) Owned: National Investments Agency under the President of the Kyrgyz Republic is a governmental agency promoting foreign investments.

Item 10(b) Directed: The Agency's mission is to attract and retain foreign direct investment that is of strategic importance to the economic development of Kyrgyz Republic. In all its services, it applies the following core values: passion, integrity, professionalism, customer service, business friendliness and responsiveness. It offers free advice and services to support companies from the planning stage right through to the launch and expansion of their business.

Item 10(b) Controlled: The Agency is wholly owned by the Kyrgyz Republic.

Item 10(b) Financed: The Agency is wholly owned by the Kyrgyz Republic.

Item 10(b) Subsidized: The Agency is wholly owned by the Kyrgyz Republic.

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 BGD Legal & Consulting LLC	2. Registration Number 7576
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3. Name of Foreign Principal  
National Investments Agency under the President of the Kyrgyz Republic

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? 03/25/2025
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Agent will provide lobbying consulting services before the U.S. Government, particularly the Commerce Department and will work with correspondent banks providing financial services to the client in the U.S.

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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.

Agent will provide lobbying consulting and lobbying services before the U.S. Government, particularly the Commerce Department, to assist in the growth of foreign direct investment in the Kyrgyz Republic and will work with correspondent banks providing financial services to the client in the U.S.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

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.

BDG L&C LLC will work to encourage a positive investment policy toward the Kyrgyz Republic by raising the National Investment Agency's profile in the U.S., promoting investor-friendly policies, and working to develop stronger business and financial relations between U.S. investors and financial institutions and counterparties in the Kyrgyz Republic.

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11. Prior to the date of registration<sup>2</sup> 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.

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> 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 register<sup>4</sup> 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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<sup>1</sup> "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.

<sup>2,3,4</sup> 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
06/11/2025	D. E. Wilson, Jr.	Sign /s/D. E. Wilson, Jr.
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

**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

Date	Printed Name	Signature
May 27, 2025	D. E. Wilson, Jr.	D. E. Wilson Jr.

Кыргызская Республика

10 марта 2025

Kyrgyz Republic

March 10, 2025

**Национальное агентство по инвестициям при Президенте Кыргызской Республики**, именуемое в дальнейшем Заказчик, в лице директора Иманова Талантбека, действующего в соответствии с законодательством Кыргызской Республики, с одной стороны, и

**National Investment Agency under the President of the Kyrgyz Republic**, hereinafter referred to as the Client, represented by Director Imanov Talantbek, acting in accordance with the Law of the Kyrgyz Republic on one side, and

**BGD Legal & Consulting LLC (БиджиДи Легал энд Консалтинг)**, юридическое лицо, зарегистрированное в установленном порядке в соответствии с законодательством США (рег. номер 93-3047934), именуемое в дальнейшем Исполнитель, в лице учредителя Джорджа Э. Бирнбаума и юриста Дэниела Л. Дельнеро, действующего на основании Устава, с другой стороны, именуемые в дальнейшем совместно «Стороны», подписали настоящий Договор на следующих условиях:

**BGD Legal & Consulting LLC**, legal entity registered in due form under the laws of USA (reg. number 93-3047934), hereinafter referred to as the Contractor, represented by founder George E. Birnbaum and lawyer Daniel L. Delnero, acting on the basis of the Charter on other side, named hereinafter together as "Parties" have signed the current Agreement on the following conditions:

## 1. ПРЕДМЕТ СОГЛАШЕНИЯ

- 1.1. В соответствии с условиями Соглашения, Исполнитель должен предоставить консультационные услуги по оказанию лоббистских услуг (далее «Услуги»), а Клиент обязуется принять и оплатить Услуги на условиях, изложенных в настоящем Соглашении. Услуги заключаются в представлении интересов Клиента в Соединенных Штатах Америки, в том числе в лоббировании интересов Клиента в Правительстве Соединенных Штатов Америки, в частности в Министерстве торговли Соединенных Штатов Америки, а также в содействии развитию корреспондентских банковских отношений с банками, расположенными в Соединенных Штатах Америки.
- 1.2. Услуги считаются оказанными Исполнителем и принятыми Клиентом в полном объеме после подписания Клиентом акта приема-передачи Услуг.
- 1.3. Стороны настоящим гарантируют, что обладают всеми законными правами и полномочиями для заключения и исполнения настоящего Договора.
- 1.4. Услуги по настоящему Договору оказываются за пределами территории Кыргызской Республики.
- 1.5. Исполнитель, являющийся получателем дохода по настоящему Договору, удостоверяет и гарантирует, что он соответствует следующим обстоятельствам, имеющим значение для исполнения и заключения настоящего Договора:
  - Исполнитель является конечным получателем вознаграждения по настоящему Контракту.

## 2. ПРАВА И ОБЯЗАННОСТИ СТОРОН

- 2.1. Клиент обязан:
  - 2.1.1. Оплатить и принять оказанные Исполнителем Услуги при отсутствии претензий к качеству и

## 1. SUBJECT OF THE AGREEMENT

- 1.1. In compliance with the terms of this Agreement, the Contractor shall provide lobbying consulting services (hereinafter "Services"), and the Client undertakes to accept and pay for the Services on terms and conditions, laid down in this Agreement. The services consist in representing the interests of the Customer in the United States of America, including in lobbying the United States Government, including specifically the Department of Commerce of the United States of America, on behalf of the Client and in facilitating correspondent banking relations with banks located in the United States of America.
- 1.2. The Services shall be rendered and accepted by the Client in full after the Client signs a certificate of acceptance of the Services.
- 1.3. The Parties hereby guarantee they possess all legal rights and authority to conclude and execute this Agreement.
- 1.4. The Services under this Agreement shall be rendered outside the territory of the Kyrgyz Republic.
- 1.5. The Contractor, who is a recipient of revenue under this Contract, certifies and guarantees that it is in conformity with the following circumstances that matter for the performance and conclusion of this Contract:
  - Contractor is an ultimate recipient of the remuneration under this Contract.

## 2. THE PARTIES' RIGHTS AND OBLIGATIONS

- 2.1. The Client shall:
  - 2.1.1. Pay and accept Services rendered by the Contractor in the absence of any claims as to the quality and the

- срокам оказания Услуг.
- 2.1.2. Своевременно предоставлять Исполнителю соответствующую информацию и материалы, необходимые для оказания Услуг. Информация и материалы направляются через Интернет по электронной почте. Заказчик не передает Исполнителю никаких прав на объекты имущественных прав, содержащиеся в материалах.
- 2.2. Заказчик имеет право:
- 2.2.1. Требовать от Исполнителя исполнения всех обязательств Исполнителя по настоящему Договору.
- 2.2.2. Получать от Исполнителя информацию о ходе выполнения Исполнителем настоящего Договора не позднее 2 (двух) рабочих дней с момента получения Исполнителем соответствующего запроса. Все запросы и ответы на них направляются по электронной почте.
- 2.2.3. В любое время проверять ход и качество оказываемых Исполнителем Услуг, не вмешиваясь в текущую деятельность Исполнителя.
- 2.3. Исполнитель должен:
- 2.3.1. Оказывать Услуги с надлежащим качеством в объеме и в сроки, предусмотренные настоящим Договором.
- 2.3.2. Использовать Материалы, предоставленные Заказчиком по настоящему Договору, исключительно для оказания Услуг по настоящему Договору.
- 2.4. Исполнитель имеет право:
- 2.4.1. Получать вознаграждение за оказанные Услуги на условиях, предусмотренных настоящим Договором.
- 2.4.2. В случае расторжения настоящего Договора, а также в случае неисполнения Исполнителем всех обязательств по настоящему Договору, возратить Заказчику авансом уплаченное за Услуги вознаграждение в течение 180 (ста восьмидесяти) календарных дней, начиная с даты расторжения Договора или с даты получения соответствующего требования от Заказчика. Вознаграждение перечисляется на счет Клиента, указанный Клиентом.
- 2.5. Стороны обмениваются информацией и согласовывают свои позиции по исполнению настоящего Договора в письменной форме.
- time limits for rendering the Services.
- 2.1.2. In a timely manner provide the Contractor with correspondent information and materials necessary for the rendering of Services. Information and Materials shall be sent via Internet by email. The Client does not transfer any rights to the objects of property rights contained in materials to the Contractor.
- 2.2. The Client shall have the right:
- 2.2.1. To demand from the Contractor the fulfillment of all the Contractor's obligations hereunder.
- 2.2.2. To receive information from the Contractor on progress in the fulfillment of this Agreement by the Contractor no later than 2 (two) business days from the moment the Contractor receives a relevant inquiry. All inquiries and responses shall be sent via e-mail.
- 2.2.3. To check at any time the progress and quality of Services rendered by the Contractor without interfering in the Contractor's day-to-day operation.
- 2.3. The Contractor shall:
- 2.3.1. Render the Services with due quality in amount and within the time limits stipulated in this Agreement.
- 2.3.2. Use the Materials provided by the Client under this Agreement solely for the provision of Services under this Agreement.
- 2.4. The Contractor shall have the right:
- 2.4.1. To receive remuneration for the rendered Services on the conditions stipulated in this Agreement.
- 2.4.2. In case of termination of this Agreement, as well as in the case when Contractor fails to fulfill all obligations hereunder, return the remuneration paid by Client for the Services in advance within 180 (one hundred eighty) calendar days starting from the date of termination of the Contract or from the date of receipt of the relevant request from the Client. The remuneration shall be transferred to the account of the Client, indicated by the Client.
- 2.5. The Parties shall exchange information and agree upon their positions in the implementation of this Agreement in written form.

### 3. СТОИМОСТЬ УСЛУГ И РАСЧЕТОВ

- 3.1. Стоимость Договора составляет 100 000,00 долларов США в месяц, выплачиваемых ежеквартальными частями по 300 000,00 долларов США. Она полностью компенсирует все вознаграждение, причитающееся Исполнителю, и все расходы Исполнителя, обоснованно понесенные в связи с выполнением обязательств по настоящему Договору.
- 3.2. Оплата Услуг производится путем авансового платежа на основании счета Исполнителя в долларах США в течение 5 (пяти) рабочих дней с даты получения счета Исполнителя.
- 3. THE COST OF SERVICES AND SETTLEMENTS**
- 3.1. The cost of the Agreement shall be \$100,000.00 US dollars per month, paid in quarterly installments of \$300,000.00. It shall compensate in full the entire remuneration payable to the Contractor, and the entire Contractors' expenses reasonably incurred in connection with the fulfillment of the obligations hereunder.
- 3.2. The payment for the Services shall be effected by advance payment on the ground of the Contractor's invoice in USD within 5 (five) business days from the date of receipt of the invoice form the Contractor.

- 3.3. По требованию Исполнителя оплата может быть произведена Заказчиком в валюте, отличной от указанной в Договоре. При оплате в валюте, отличной от указанной в Договоре, перерасчет производится по кросс-курсу Центрального банка Российской Федерации, установленному на дату выставления счета Исполнителем.
- 3.4. Заказчик не несет ответственности в случае несвоевременного предоставления Исполнителем счетов-фактур.
- 3.5. Датой оплаты Работ Исполнителя будет считаться дата акцепта банком платежного поручения.
- 3.6. Стороны соглашаются, что допускается оплата Услуг от имени Заказчика третьим лицом. Оплата третьим лицом Исполнителю будет считаться надлежащим исполнением Заказчиком обязательств по Договору.
- 3.3. Upon Contractor's request payment can be made by the Client in a currency other than the one specified in the Agreement. When payment is made in a currency other than the one specified in the Agreement, the recalculation is carried out at the cross-rate of the Central Bank of the Russian Federation established on the date of invoicing by the Contractor.
- 3.4. The Client shall not bear responsibility if the Contractor fails to provide invoices in time.
- 3.5. The date of payment for the Works of the Contractor will be the date when the payment order will be accepted by the bank.
- 3.6. The Parties agree that it is allowed to pay for Services on behalf of the Client by a third party. Payment by a third party to the Contractor will be considered proper fulfillment by the Client of the obligations under the Agreement.

#### 4. ПРИЕМКА

- 4.1. По завершении оказания Услуг Подрядчик в течение пяти (5) рабочих дней после окончания периода оказания Услуг предоставляет Клиенту акт приема-передачи услуг и письменный отчет об оказанных Услугах вместе с документами, подтверждающими их оказание. В акте приема-передачи услуг должны быть указаны оказанные Услуги, количество часов, затраченных юристом на оказание Услуг, и их стоимость. Клиент в течение пяти (5) рабочих дней после получения акта приема-передачи услуг и соответствующих документов должен подписать его или предоставить мотивированный письменный отказ. В случае мотивированного письменного отказа Стороны подписывают двусторонний акт, в котором указывается перечень неоказанных или ненадлежащим образом оказанных Услуг и их стоимость. На основании двустороннего акта общая стоимость Услуг уменьшается на сумму стоимости неоказанных и/или ненадлежащим образом оказанных Услуг.
- 4.2. Подписанный Сторонами акт приема-передачи услуг является подтверждением того, что Услуги оказаны в полном объеме.
- 4.1. Upon completion of Service rendering the Contractor in 5 (five) business days after the end of the period when the Services has been rendered shall submit to the Client certificate of the acceptance of the services and written report about rendered Services together with documents confirming the provision of the Services. The certificate of the acceptance of the services shall indicate rendered Services, amount of hours spent by the lawyer on rendering of Services and its cost. Client shall within five (5) business days after receiving certificate of the acceptance of the services and indicated documents shall sign it or give a substantiated written refusal. In case of a substantiated written refusal the Parties shall sign a bilateral act in which shall contain the list of non-rendered or undue rendered Services and its cost. On the ground of the bilateral act the total cost of the Services shall be reduced by the cost of the Services that has not been rendered and/or by the cost of undue rendered Services.
- 4.2. The certificates of acceptance of the Services signed by the Parties is the confirmation of the fact that the Services have been rendered in full.

#### 5. ОТВЕТСТВЕННОСТЬ СТОРОН

- 5.1. В случае неполного выполнения или нарушения Сторонами своих обязательств по настоящему Соглашению, они несут ответственность в соответствии с законодательством США и настоящим Соглашением.
- 5.1. Should the Parties fail to fully comply with or default on their obligations under this Agreement, they shall bear responsibility in accordance with the laws of the United States and this Agreement.

#### 6. ФОРС-МАЖОР

- 6.1. Ни одна из Сторон не несет ответственности за частичное или полное неисполнение своих обязательств по настоящему Договору, если это неисполнение явилось следствием обстоятельств непреодолимой силы, возникших после заключения Договора, к которым относятся наводнения, пожары, землетрясения или стихийные бедствия, а также войны, военные действия, акты и деятельность государственных
- 6.1. Neither of the Parties shall be held liable for partial or full failure to perform its obligations under this Agreement, if such failure results from any circumstances of insuperable force that occurred after the conclusion of the Agreement, that include floods, fires, earthquakes, or natural disasters, as well as wars, military actions, acts and activities of governmental bodies and any other cause beyond the Parties' reasonable control. The fact of a circumstance of

органов и любые другие причины, находящиеся вне разумного контроля Сторон. Факт наличия обстоятельства непреодолимой силы и его продолжительность должны быть подтверждены документом, выданным соответствующим компетентным органом.

6.2. Стороны обязаны незамедлительно письменно известить друг друга о возникновении обстоятельств непреодолимой силы в течение 3 (трех) дней после их возникновения. В противном случае Сторона, ссылающаяся на такие обстоятельства, освобождается от ответственности только с даты уведомления об обстоятельствах непреодолимой силы.

6.3. В случае, если обстоятельства непреодолимой силы продолжаются в течение 30 (тридцати) дней и более, любая из Сторон Соглашения может расторгнуть настоящее Соглашение в одностороннем порядке, уведомив об этом другую Сторону за 15 (пятнадцать) дней до предполагаемого расторжения Соглашения.

#### 7. ОТНОШЕНИЯ С ТРЕТЬИМИ ЛИЦАМИ

7.1. Ни одна из Сторон не имеет права передавать свои права и/или обязательства по настоящему Договору третьим лицам без предварительного письменного согласия другой Стороны.

7.2. Исполнитель, получив предварительное письменное согласие Заказчика, может привлекать третьих лиц для оказания Услуг по настоящему Договору. Исполнитель несет ответственность за Услуги, оказанные третьими лицами, как за Услуги, оказанные самим Исполнителем.

#### 8. РЕГУЛИРУЮЩЕЕ ЗАКОНОДАТЕЛЬСТВО И ПРОЦЕДУРЫ РАЗРЕШЕНИЯ СПОРОВ

8.1. Отношения между Сторонами по настоящему Соглашению регулируются законодательством США, и если не оговорено иное, при исполнении данного Соглашения Стороны руководствуются законодательством США.

8.2. Все споры, возникающие между Сторонами настоящего Соглашения, разрешаются путем переговоров. Если Стороны не придут к соглашению, заинтересованная сторона может передать спор на разрешение Арбитражного суда г. Москвы в соответствии с законодательством Российской Федерации.

#### 9. ДЕЙСТВИТЕЛЬНОСТЬ СОГЛАШЕНИЯ

9.1. Настоящее Соглашение вступает в силу с даты его подписания обеими Сторонами и действует до 10 марта 2026 года.

9.2. Услуги по настоящему Договору должны быть оказаны Исполнителем в период с 10 марта 2025 года по 10 марта 2026 года.

#### 10. ИЗМЕНЕНИЕ И ПРЕКРАЩЕНИЕ СОГЛАШЕНИЯ

10.1. Настоящий Контракт не может быть изменен или расторгнут до даты его окончания без письменного

insuperable force event and its duration shall be confirmed by a document issued by an appropriate competent body.

6.2. The Parties shall forthwith notify each other in writing of any circumstances of insuperable force event within 3 (three) days following its occurrence. Otherwise, the Party referring to such circumstances shall be relieved of liability only starting on the date of the circumstances of insuperable force notice.

6.3. In the event that a circumstances of insuperable force event continues for a period of 30 (thirty) days or more, any of the Parties of the Agreement may terminate this Agreement unilaterally, by notifying the other Party 15 (fifteen) days before the expected termination of the Agreement.

#### 7. RELATIONS WITH THIRD PARTIES

7.1. Neither Party shall have the right to transfer its rights and/or obligations hereunder to third parties without the prior written consent of the other Party.

7.2. The Contractor, having the prior written consent of the Client, may involve third parties to provide Services hereunder. The Contractor is responsible for the Services rendered by third parties as the Services are rendered by the Contractor himself.

#### 8. GOVERNING LAW AND PROCEDURES FOR RESOLVING DISPUTES

8.1. The relation between the Parties under this Agreement is governed by the laws of the United States and if not specified otherwise, in the execution of the given Agreement, the Parties shall be guided by the legislation of the United States.

8.2. All disputes arising between the Parties hereof shall be settled by negotiations. If the Parties fail to agree, the interested party may submit the dispute for resolution of the Moscow Court of Arbitration in accordance with the legislation of the Russian Federation.

#### 9. VALIDITY OF THE AGREEMENT

9.1. This Agreement shall come into force on the date it was signed by both Parties and shall remain in force until March 10, 2026.

9.2. The Services under this Agreement shall be rendered by the Contractor within the period from March 10, 2025 to March 10, 2026.

#### 10. ALTERATION AND TERMINATION

10.1. This Contract cannot be altered or terminated ahead of its termination date without written agreement of each of the Parties.

- согласия каждой из Сторон.
- 10.2. Заказчик имеет право расторгнуть настоящий Договор, письменно уведомив Исполнителя за 30 (тридцать) дней до предполагаемой даты расторжения, при условии оплаты фактических и документально подтвержденных расходов Исполнителя на момент расторжения Договора.
- 10.3. Исполнитель вправе в любое время отказаться от исполнения настоящего Договора с условием оплаты фактических убытков Заказчика, возникших в результате такого отказа.

**11. ЗАКЛЮЧИТЕЛЬНЫЕ ПОЛОЖЕНИЯ**

- 11.1. Настоящее Соглашение и все Приложения к нему подписаны в двух экземплярах, на русском и английском языках, которые имеют одинаковую юридическую силу. В случае расхождений в версиях текста Соглашения и Приложений к нему преимущественную силу имеет текст на английском языке.
- 11.2. Вся переписка будет вестись на английском языке, а сертификаты, счета-фактуры и другие документы, касающиеся настоящего Договора, будут предоставляться на английском языке.
- 11.3. Все изменения и дополнения к настоящему Соглашению должны быть оформлены в письменном виде и подписаны каждой из Сторон.
- 11.4. Стороны обязаны своевременно информировать друг друга о любых изменениях адреса и банковских реквизитов.
- 11.5. Все дополнительные соглашения, приложения, акты и иные документы, относящиеся к положениям настоящего Соглашения и подписанные уполномоченными представителями каждой из Сторон, являются неотъемлемой частью настоящего Соглашения.

**12. ПОДПИСИ СТОРОН**

Иманов Талантбек / Директор  
Национального агентства по инвестициям при  
Президенте Кыргызской Республики

  
  
Иманов Талантбек

Учредитель  
BGD Legal & Consulting LLC (БиджиДи Легал энд  
Консалтинг)

  
Джордж Э. Бирнбаум

- 10.2. The Client shall have right to rescind this Contract giving 30 (thirty) days written notice to the Contractor before the presumable date of termination under the condition of providing payment for the actual and documented costs of the Contractor for the moment of the Contract repudiation.
- 10.3. The Contractor has right at any time to reject the performance of this Contract under the condition of providing payment for the actual losses of the Client resulting from such reject.

**11. FINAL PROVISIONS**

- 11.1. This Agreement and all Appendixes are signed in two copies, in Russian and English languages which have the same legal effect. In case of differences in the versions of the text of the Agreement and Appendixes hereto the English text shall prevail.
- 11.2. All correspondence shall be in English and certificates, invoices and other document concerning this Agreement shall be provided in English.
- 11.3. All amendments and modifications to this Agreement shall be executed in writing and signed by each of the Parties.
- 11.4. The Parties shall, in due time, inform each other of any change in address and banking information.
- 11.5. All additional agreements, appendixes, certificates and other documents relating to the provisions in this Agreement and signed by the authorized representatives from each Party shall be an integral part of this Agreement.

**12. SIGNATURES OF THE PARTIES**

Imanov Talantbek / Director of National Investment  
Agency under the President of the Kyrgyz Republic

  
  
Imanov Talantbek

Founder  
BGD Legal & Consulting LLC

  
George E. Birnbaum