

OMB No. 1124-0006; Expires April 30, 2017

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Counterespionage 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 and Address of Registrant APCO Worldwide Inc. 1299 Pennsylvania Ave. NW, Suite 300 Washington, D.C. 20004	2. Registration No.  6291
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3. Name of Foreign Principal  Republic of Turkey	4. Principal Address of Foreign Principal Embassy of the Republic of Turkey 2525 Massachusetts Avenue N.W. Washington, D.C. 20008
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5. Indicate whether your 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:

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

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant:  
Embassy of the Republic of Turkey in Washington, D.C.

b) Name and title of official with whom registrant deals:  
Serdar Kilic, Ambassador

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

a) Principal address:  
N/A

b) Name and title of official with whom registrant deals: N/A

c) Principal aim: N/A

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.

8. 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.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

Owned by a foreign government, foreign political party, or other foreign principal Yes  No

Directed by a foreign government, foreign political party, or other foreign principal Yes  No

Controlled by a foreign government, foreign political party, or other foreign principal Yes  No

Financed by a foreign government, foreign political party, or other foreign principal Yes  No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)


N/A

10. 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.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
7/29/16	Margery Kraus, Founder & Executive Chairman	

OMB No. 1124-0004; Expires April 30, 2017

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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  APCO Worldwide Inc.	2. Registration No.  6291
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3. Name of Foreign Principal  Republic of Turkey
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Check Appropriate Box:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
  
Registrant has contracted with the Embassy of the Republic of Turkey to provide media relations, stakeholder engagement, and strategic communications services for the foreign principal within the United States to promote positive relations between the United States and the Republic of Turkey. A copy of the Registrant's agreement with the Embassy of the Republic of Turkey is attached.

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

The Registrant will provide media relations, stakeholder engagement, and strategic communications services within the United States to promote positive relations between the United States and the Republic of Turkey.


9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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 Registrant's activities will include communications on behalf of the foreign principal within the United States to media and other organizations to promote positive relations between the United States and the Republic of Turkey.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B 7/29/16	Name and Title Margery Kraus Founder & Executive Chairman	Signature 
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Footnote: "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.



Embassy of the Republic of Turkey in Washington, D.C. ("Client")  
Attn: Aydan Karamanoğlu  
2525 Massachusetts Avenue N.W.  
Washington, D.C. 20008

Re: Short Form Engagement Agreement ("Agreement")

Dear Aydan:

We are pleased that you have selected APCO Worldwide Inc. ("APCO") to provide the following scope of work ("Services") during the Term:

APCO shall provide a mutually agreed amount of the following types of services: media relations, crisis communications, third party outreach, and social media strategy and development within the United States all in furtherance of promoting positive relations between the Republic of Turkey and the United States.

From August 1, 2016 ("Effective Date") until August 15, 2016 ("Term"), APCO shall provide the Services for a fixed fee of \$74,200 ("Fee"). An invoice for the Fee is attached and shall be paid by Client upon execution of this Agreement.

APCO shall be responsible for its reasonable out of pocket expenses for local travel. Should APCO incur extraordinary costs and expenses on the Government's behalf that are not otherwise contemplated in the fees described above including, without limitation, any expenses for non-local travel or expenses explicitly requested by Client, Client shall reimburse these costs without mark-up, provided that the Government has given explicit advance approval to incur these costs.

If the foregoing reflects your understanding, please execute this Agreement for our files and send to APCO the payment specified in the attached invoice. The attached terms and conditions in Exhibit A form a part of, and apply to, this Agreement. Thank you for choosing APCO. We look forward to working with you and your team.

AGREED AND ACCEPTED:

APCO WORLDWIDE INC.

By: 

Name: Neal M. Cohen

Title: Vice Chairman / Pres

EMBASSY OF THE REPUBLIC OF TURKEY IN  
WASHINGTON, D.C.

By: 

Name: Serdar Kilitci

Title: Ambassador of Turkey

**EXHIBIT A**  
**Standard Terms and Conditions**

**1. Scope of Work; Staffing**

Should the Services as described in this Agreement change in any material way, an adjustment to APCO's fees and promised delivery dates may be required. APCO undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the Agreement. APCO may, from time to time and in its discretion, augment the staff assigned to perform the Services as needed.

**2. Fees, Invoicing, and Taxes**

Client shall pay the professional fees as set forth in the Agreement.

Client shall not withhold or deduct taxes from amounts owed APCO unless required to do so by law. If taxes are withheld or deducted, then Client shall pay additional amounts to APCO so that the net amount actually received by APCO after such withholding or deduction or tax is equal to the amount that APCO would have received had no such withholding or deduction been required or tax been imposed.

Except as otherwise set forth in the Agreement, all invoices submitted by APCO to Client shall be due and payable within thirty (30) days of receipt of the invoice. Client shall send all invoicing instructions to APCO including, without limitation, providing an e-mail address or other electronic submissions instructions for APCO to send its invoices upon execution of this Agreement.

**3. Term and Termination**

This Agreement shall be effective during the Term; provided, however, that either party shall have the right to terminate this Agreement upon the giving of (i) 30 days' prior written notice to the other party if the Term is greater than one month, or (ii) 10 days' prior written notice to the other party if the Term is one month or less. If this Agreement is terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all amounts earned and/or incurred by APCO in connection with the Services pursuant to this Agreement up to the time of its termination.

**4. Confidentiality**

APCO shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotional plans or other operations which are disclosed to APCO by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by APCO from Client, or any of its affiliated companies, or created in the course of this Agreement. APCO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose. The above obligations of confidentiality shall not apply to the extent that APCO can show that the relevant information: (i) was at the time of receipt already in APCO's possession; (ii) is, or becomes in the future, public knowledge through no fault or omission of APCO; (iii) was received from a third-party having the right to disclose it; or (iv) is required to be disclosed by law. Notwithstanding anything to the contrary, APCO shall have the

right to disclose Client's name and the general nature of APCO's work for Client in pitches and business proposals upon the prior written consent of Client. In the event APCO is required to disclose confidential Client Information pursuant to a court order or other judicial or administrative process, APCO will provide Client with advance notice of such disclosure, sufficient to allow Client to raise any legal defenses that may prevent such disclosure. Upon the termination of this Agreement and any renewals, Client may request from APCO the return of any documents or other information and data provided by Client. Client acknowledges that APCO will file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and will make all filings and disclosures as may be necessary under FARA, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, and other applicable laws and regulations of the U.S., Delaware and the District of Columbia.

**5. Limitation of Liability**

Neither party will be liable for consequential, indirect or punitive damages (including lost profits) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. Except in the event of gross negligence or willful misconduct, to the maximum extent permitted by law, each party's respective maximum liability to each other in any manner related to this Agreement, for any and all claims, whether arising in contract, tort, strict liability, or by law, shall not in the aggregate exceed the amounts payable to APCO by Client under this Agreement.

**6. Governing Law, Litigation Venue, Language**

This Agreement shall be governed and construed in accordance with the laws of the Republic of Turkey. The Turkish Republic Courts located in Ankara, Turkey 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.

Though the English language version of this Agreement shall govern, APCO understands and agrees that all dispute resolution contemplated in this and the preceding section may, at Client's sole discretion, be conducted in the Turkish language.

**7. Dispute Resolution**

In the event of a dispute, controversy or claim by and between Client and APCO arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice by letter to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

**8. General**

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control. Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received. All of the provisions contained in the standard terms and conditions set forth in this Exhibit A and the financial terms set forth in this Agreement shall continue notwithstanding the termination or expiration of the Agreement. The parties acknowledge that Client is a foreign sovereign and that neither by executing this agreement nor by participating in negotiation and/or mediation to resolve a dispute related to this Agreement shall Client be deemed to have waived its sovereign immunity or any privilege or defense that may be available to it by virtue of that immunity. APCO acknowledges that judicial documents, including a summons to appear in court, can only be served upon Client pursuant to the Hague Convention of November 15, 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

**9. Entire Agreement**

This Agreement constitutes the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.