

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant	APCO Worldwide Inc. 1615 L Street, NW Suite 900 Washington, DC 20036	2. Registration No.	4561
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3. Name of foreign principal	Government of Mongolia	4. Principal address of foreign principal	Government of Mongolia Government House Sukhbaatar - 12, Mongolia
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5. Indicate whether your foreign principal is one of the following:

Foreign government

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 (specify) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant. N/A

b) Name and title of official with whom registrant deals. Mr. Otgonbayar Yondon, Foreign Policy Advisor to the Prime Minister of Mongolia

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

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes 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

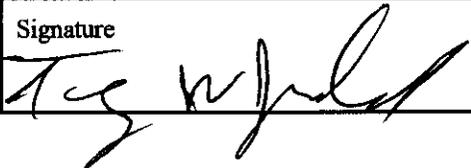
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

Date of Exhibit A	Name and Title	Signature
4-20-04	Terry W. Judd, Vice President	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Criminal 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. 4561
3. Name of Foreign Principal Government of Mongolia	

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Check Appropriate Boxes:

- 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.

The Registrant will provide advice and counsel to the foreign principal and will carry out activities to help promote positive U.S. - Mongolian relations, including providing representation assistance to Mongolian public officials.

The Registrant will provide the contracted services for a fixed fee of \$50,000.
The Registrant's services in this regard are expected to continue until June 15, 2004.

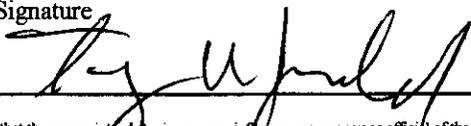
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will provide general public affairs and government relations consulting services to the foreign principal and will carry out activities to help promote positive U.S. - Mongolian relations, including providing representation assistance to Mongolian public officials.

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 with representatives of the media, U.S. government entities or other organizations concerning the development of positive U.S. - Mongolian relations.

Date of Exhibit B 4-20-04	Name and Title Terry W. Judd, Vice President	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 interests, policies, or relations of a government of a foreign country or a foreign political party.

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II. STAFFING

APCO staff will include:

- Don Bonker - Executive Vice President -- former U.S. Congressman
- Don Riegler - Chairman of Government Relations -- former U.S. Senator
- Micky Edwards -- Senior Counselor -- former Congressman and Republican leader in the House of Representatives
- Ariuna Namsrai - Senior Associate

Should any of the above-listed persons be unable to perform the anticipated services because of his or her departure from APCO or by reason of other incapacity, APCO may substitute another similarly qualified staff member. It is agreed that APCO may, from time to time and in its discretion, augment the above-described staff as needed to perform the Scope of Work.

In connection with the Scope of Work, APCO, in its discretion, may employ the services of third-party consultants including, without limitations, attorneys, intellectual property search firms, accountants, vendors, subcontractors, suppliers (collectively "Consultants").

III. FEES AND DISBURSEMENTS

APCO will provide the requisite Scope of Work for a one-time fee of \$50,000.00 to be paid upon execution of the Agreement this fee includes disbursements.

IV. TERM AND TERMINATION

This Agreement will be effective on the Effective Date and will terminate on June 15, 2004 ("Termination Date"), provided however, either party will have the right to terminate this Agreement in advance of the Termination Date, but only upon the giving of thirty (30) days' prior written notice to the other party. If the Government of Mongolia terminates the Agreement, the Government of Mongolia will compensate APCO in accordance with the terms and provisions of this Agreement, including, without limitation, Section V.A., for its services through the date of termination and will indemnify APCO as provided in Section V.A.

V. GENERAL PROVISIONS

A. **Rejection, Cancellation or Stopping of Scope of Work.** The Government of Mongolia will have the right to reject, cancel or stop any and all plans, schedules or work in progress under this Agreement; and, in such event, APCO will promptly take proper steps to carry out such instructions. However, in any such case, the Government of Mongolia agrees (i)

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to assume APCO's liability for commitments made to third-party Consultants in respect of such work; (ii) to pay APCO, in accordance with the terms and provisions of this Agreement, any and all proper charges earned and incurred by APCO in connection with such work up to the time of its discontinuance or cancellation; and (iii) to indemnify APCO for all claims and actions by third parties for damages in consequence of APCO's carrying out the Government of Mongolia's instructions, except for claims or actions that result from APCO's negligence or willful misconduct.

B. General Indemnification. The Government of Mongolia will indemnify APCO and its present or former officers, directors, employees, and agents (collectively, "Indemnitees"), against any loss or expense which Indemnitees may incur as the result of any claim, suit or proceeding made or brought against Indemnitees, or in which Indemnitees are asked to participate, based upon any materials Indemnitees prepare, publish or disseminate for the Government of Mongolia based upon information provided or approved by the Government of Mongolia prior to its dissemination, production or publication, as well as any claim or suit arising out of the nature or use of the Government of Mongolia's products or Indemnitees' relationship with the Government of Mongolia, except for losses or expenses that result from Indemnitees' negligence or willful misconduct.

C. Confidentiality. APCO will use good faith efforts to safeguard the confidentiality of all proprietary and other confidential information and materials provided by the Government of Mongolia and to avoid any dissemination of any such information or materials without the Government of Mongolia's explicit prior approval.

D. Performance of Consultants. APCO will endeavor, to the best of its ability, to guard against any loss to the Government of Mongolia through the failure of Consultants to execute properly their commitments, but APCO shall not be held responsible for any such failure on the part of such Consultants.

E. GOVERNING LAW, SUBMISSION TO JURISDICTION, AND CONSENT TO SUIT. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. THE GOVERNMENT OF MONGOLIA SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE DISTRICT OF COLUMBIA, AND ANY OTHER JURISDICTION WHERE IT OR ANY OF ITS PROPERTY MAY BE FOUND AND THE GOVERNMENT OF MONGOLIA HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

F. Dispute Resolution Procedure. In the event of a dispute, controversy or claim by and between the Government of Mongolia 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

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negotiations by providing written notice in letter form 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. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable retired judge or JAMS for mediation. The mediation shall take place in Washington, D.C.

Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, the Government of Mongolia shall pay all costs of collection, including, but not limited to, APCO's attorney fees and costs should APCO prevail.

G. Assignment. Neither party may assign any of its rights under this Agreement without the express written consent of the other party.

H. Partial Invalidity. In the event that any provision of this Agreement shall be construed to be 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 construed and enforced as if such illegal or invalid provision had never been included herein.

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I. Notices. All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

J. Counterparts. 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.

K. Continuing Obligations. Except as otherwise specified in this Agreement, the obligation of this Agreement shall continue notwithstanding the termination of the Agreement.

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between the parties concerning the subject matter of this Agreement. It may be changed only by a written agreement signed by the parties.

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APCO is delighted to be working with the Government of Mongolia, and looks forward to a mutually productive and enjoyable relationship.

If the foregoing reflects the Government of Mongolia's understanding of the terms and conditions of this Agreement, please execute both copies of this Agreement and return one to APCO Worldwide, Attn: Carrie Cooper, 1615 L Street, N.W., Suite 900, Washington D.C. 20036, for our files and enclose therewith the payment due on signing this Agreement. A self-addressed envelope is enclosed for your convenience.

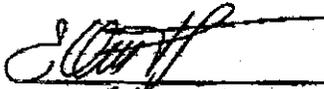
Sincerely,

APCO WORLDWIDE INC.

By: 
Margery Kraus
Title: President/CEO

AGREED TO AND ACCEPTED:

GOVERNMENT OF MONGOLIA

By: 
Foreign Policy advisor to Prime Minister
Title: Y. Otgonbayar
Date: 03. 25. 2004