

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. 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.

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, DC. 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.

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
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3. Name of Foreign Principal Embassy of the Republic of Kazakhstan in Washington, D.C.
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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.

\* The attached contract covers services on a global basis, both inside and outside of the United States. Registrant will provide services in the United States for a fixed fee of \$486,777 through December 31, 2007.

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 on a global basis to promote positive relations with the Republic of Kazakhstan.

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

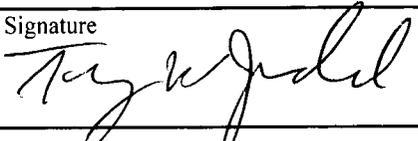
The Registrant will provide general public affairs and government relations consulting services to the foreign principal and will carry out activities to promote positive relations with the Republic of Kazakhstan.

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, government entities and other organizations concerning the development of positive relations with the Republic of Kazakhstan.

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Date of Exhibit B 10/12/07	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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

ENGAGEMENT AGREEMENT  
BY AND BETWEEN  
APCO WORLDWIDE INC.  
AND

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

THIS ENGAGEMENT AGREEMENT (“Agreement”), made and entered into as of September 1, 2007 (“Effective Date”), by and between APCO Worldwide Inc., with offices located at 700 12<sup>th</sup> Street, N.W., Suite 800, Washington, D.C. 20005 (“APCO”) and the Embassy of the Republic of Kazakhstan in the United States located at 1401 16<sup>th</sup> Street, N.W., Washington, D.C. 20036 (“Client”), sets forth the parties’ understanding pursuant to which APCO shall be engaged by Client.

**I. SCOPE OF WORK**

The scope of work (“Services”) of APCO’s present assignment will include public relations, strategic communication, trade promotion, and online services. Should the Services 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 shall submit a monthly activity report to Client, detailing all Services provided during the preceding month and specifying all OOPs (as defined in Section III below) incurred in connection with such Services.

**II. STAFFING**

The following key APCO staff members shall be assigned to assist in the performance of the Services:

<b>Staff Member</b>	<b>Title and/or Function</b>
Margery Kraus	Worldwide CEO
Amb. Beth Jones	Executive Vice President
Hon. Don Bonker	Executive Vice President
Sen. Don Riegle	Chairman of Government Relations
Evan Kraus	Director, APCO Online
Anna Tunkel	Special Assistant to CEO
Ariuna Namsrai	Vice President

Should any of the above-listed persons be unable to perform the Services, APCO may substitute another similarly qualified staff member. APCO may, from time to time and in its discretion, augment the above-described staff as needed to perform the Services.

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In connection with the Services, APCO may employ the services of third-party consultants including, without limitation, attorneys, intellectual property search firms, accountants, vendors, subcontractors and suppliers (collectively, "Consultants").

### **III. FEES AND DISBURSEMENTS**

The parties anticipate that total fees and expenses payable to APCO in connection with this Agreement shall equal US\$ 2,333,222.75. APCO shall provide the Services through December 31, 2007, for a fee of US\$ 486,776.90, inclusive of tax. Upon execution of this Agreement, Client shall deposit the fee into a separate account (the "Account") owned by APCO, and APCO shall withdraw the fee from the Account in payment of APCO's fees through December 31, 2007.

In addition, Client shall reimburse APCO for other actual, reasonable out-of-pocket expenses ("OOPs") incurred in APCO's performance of this Agreement, including, without limitation, postage, telecommunications, duplicating, printing, on-line research charges, travel, parking, meal expenses, expenses for Consultants, delivery services, special periodicals or other materials, media, advertising placement, production of collateral, filing fees and pay-for-use databases. Such OOPs also include secretarial services. All such OOPs paid by APCO to third parties shall be subject to a mark-up of 17.65%. Upon execution of this Agreement, Client shall deposit an advance payment of US\$ 290,964 into the Account to cover such OOPs. At the end of each month during the term of this Agreement, APCO shall withdraw OOPs incurred by it in the preceding month from the Account as payment of the OOPs for the preceding month.

All withdrawals from the Account shall be subject to the advance written approval of Client; provided, however, that Client shall not delay or withhold its approval of any withdrawal requests submitted to it by or on behalf of APCO if the requested withdrawal amount is in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, upon termination or expiration of this Agreement in accordance herewith, and after satisfaction of all amounts due and payable to APCO under this Agreement, APCO shall return all remaining amounts then on deposit in the Account to Client.

### **IV. TERM AND TERMINATION**

This Agreement shall be effective on the Effective Date and shall terminate on December 31, 2007 ("Termination Date"); provided however, that either party shall have the right to terminate this Agreement in advance of the Termination Date, but only upon the giving of sixty (60) days' prior written notice to the other party. In the event that this Agreement is so terminated in advance of its scheduled completion, APCO shall withdraw from the Account any and all proper charges earned and/or incurred by APCO in connection with the Services pursuant to this Agreement up to the time of its termination and return the balance of the Account to Client, and Client shall indemnify APCO as provided in Section V.A. below.

## **V. GENERAL PROVISIONS**

### **A. Modification, Cancellation or Suspension of Work**

Upon consultation with APCO, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under this Agreement, and, in such event, APCO shall immediately take proper steps to carry out such instructions.

However, in such an event Client shall: (i) assume APCO's liability for commitments made to Consultants in respect of such work; and (ii) indemnify APCO for all claims and/or actions by third parties for damages in consequence of APCO's carrying out Client's instructions, except for claims or actions that result from APCO's negligence or wilful misconduct; and APCO shall, in accordance with the terms and provisions of this Agreement, withdraw from the Account any and all proper charges earned and incurred by APCO in connection with such work up to the time of its discontinuance, cancellation or modification.

### **B. General Indemnification**

Client shall indemnify APCO and its present and former officers, directors, employees and agents (collectively, "Indemnitees") against any loss or expense which any Indemnitee may incur as the result of any claim, suit or proceeding made or brought against such Indemnitee or in which such Indemnitee is asked to participate, based upon any materials APCO prepares, publishes or disseminates for Client and based upon information provided or approved by Client prior to its preparation, publication or dissemination, as well as any claim or suit arising out of the nature or use of Client's products or services or any Indemnitee's relationship with Client, except for losses or expenses that result from any Indemnitee's negligence or wilful misconduct.

### **C. Confidentiality**

APCO shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies 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. APCO shall only disclose such information to such officers, employees and agents as need to know it to fulfil its obligations under this Agreement.

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.

**D. Non-Solicitation**

Until the first anniversary of the termination of this Agreement, Client shall not, without APCO's prior written consent, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by or an independent director of APCO. Client acknowledges that the specialized nature of APCO's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon APCO and that APCO shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder.

**E. Limitation of Liability**

In no event shall APCO be liable for loss or damage of any kind whatsoever resulting, directly or indirectly, from any natural disaster, civil war or foreign aggression (including, without limitation, armed attack) beyond APCO's control, even if APCO had knowledge of the possibility of such event; provided, however, that APCO shall make all commercially reasonable efforts to notify Client if APCO has substantial, material knowledge of the possibility of such event.

**F. Performance of Third-Party Consultants, Subcontractors and Suppliers**

APCO shall endeavour in good faith to guard against any loss to Client through the failure of Consultants to execute properly their commitments under the execution of this Agreement. However, APCO shall not be held liable or responsible for any such failure on the part of such Consultants. Notwithstanding the foregoing, APCO shall make all commercially reasonable efforts to include provisions in its contracts with Consultants to hold such Consultants responsible for all improper actions or omissions and negligent or wilful misconduct.

**G. Governing Law, Submission to Jurisdiction and Consent to Suit**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE DISTRICT OF COLUMBIA (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES THEREOF) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT 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.

## **H. Dispute Resolution Procedure**

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 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, controversy or claim 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 will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, 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 reasonable costs, fees and expenses, including legal 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 OOPs under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, APCO's legal fees and costs should APCO prevail.

## **I. Assignment**

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.

**J. Partial Invalidity**

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.

**K. 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.

**L. 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.

**M. Continuing Obligations**

Except as otherwise specified in this Agreement, the obligations of this Agreement shall continue notwithstanding the termination of the Agreement.

**N. Entire Agreement**

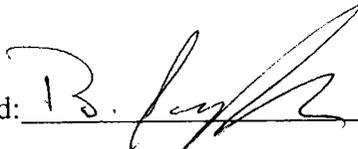
This Agreement constitutes the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties.

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COMMERCIAL REGISTRATION UNIT

**AGREED TO AND ACCEPTED:**

**APCO WORLDWIDE INC.**

**THE EMBASSY OF THE REPUBLIC OF KAZAKHSTAN IN WASHINGTON, D.C.**

Signed:   
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed:   
By: \_\_\_\_\_  
Title: Ambassador of Kazakhstan to the US