

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 .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. 700 12th Street, NW, Suite 800 Washington, DC 20005	2. Registration No. 4561
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3. Name of foreign principal Terralife Strategic Advertising Agency LLC (on behalf of the Department of External Activity of the Krasnodar Region, Russia)	4. Principal address of foreign principal 7 Ostozhenka St. Bld. 1, Level 1, Office 33, Room 12 Moscow, Russia
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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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality _____

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.
N/A

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

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

Advertising agency

b) Is this foreign principal

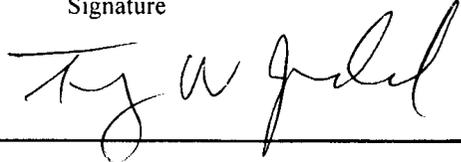
Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>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

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

The foreign principal is an advertising agency engaged by the Department of External Economic Activity of the Krasnodar Region, Russia for purposes of promoting foreign investment in Krasnodar.

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
11-27-07	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 Terralife Strategic Advertising Agency LLC	

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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 provided advice and counsel to the foreign principal and arranged for the foreign principal to meet with representatives of *Business Week*, the *Wall Street Journal*, *Forbes*, and *The New York Times* on March 19 and 20, 2007, in each case for the purpose of promoting foreign investment in the Krasnodar region of Russia.

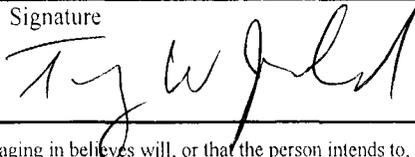
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant provided advice and counsel to the foreign principal and arranged for the foreign principal to meet with representatives of *Business Week*, the *Wall Street Journal*, *Forbes*, and *The New York Times* on March 19 and 20, 2007, in each case for the purpose of promoting foreign investment in the Krasnodar region of Russia.

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 provided advice and counsel to the foreign principal and arranged for the foreign principal to meet with representatives of *Business Week*, the *Wall Street Journal*, *Forbes*, and *The New York Times* on March 19 and 20, 2007, in each case for the purpose of promoting foreign investment in the Krasnodar region of Russia.

Date of Exhibit B	Name and Title	Signature
11-27-07	Terry W. Judd, Vice President	

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.

SUBCONTRACT AGREEMENT

October 1, 2007

Moscow

This Subcontract Agreement ("Agreement"), dated as of October 24, 2007, by and between Contractor APCO Worldwide Inc., having an address at 700 12th Street, NW, Suite 800, Washington, DC 20005 ("Subcontractor") and Limited liability company "Advertising Agency "Terralife strategic", having its offices at 7 Ostozhenka St., bld. 1, level 1, office 33, room 12, Moscow, Russia ("Contractor") sets forth the terms and conditions under which Subcontractor is being engaged by Contractor for the purpose of extending services. Specifically, Subcontractor and Contractor agree as follows:

I. SCOPE AND CONTENT OF SERVICES

Subcontractor will perform the following services ("Scope of services") for Contractor pursuant to this Agreement:

- Preparation of materials on results of International Economic Forum "Sochi";
- Seek coverage in mass media of the United States.

II. FEES

Subcontractor will provide the Scope of Services for a fixed fee of US\$

ДОГОВОР СУБПОДРЯДА

«1» октября 2007 года

Город Москва

Договор субподряда (далее именуемый «Договор») от 24 октября 2007 года, составленный Подрядчиком APCO Worldwide Inc., расположенным по адресу 700 12th Street, NW, Suite 800, Washington, DC 20005 («Субподрядчиком») заключенный с Обществом с ограниченной ответственностью «Рекламное агентство «Терралайф Стратеджик», находящимся по адресу: Россия, г. Москва, ул. Остоженка, д 7, строение 1, этаж 1, пом.33, комн.12. («Подрядчиком»), формулирует условия, по которым Субподрядчик привлекается Подрядчиком для оказания услуг. В частности, Субподрядчик и Подрядчик договорились о следующем:

I. ОБЪЕМ И СОДЕРЖАНИЕ УСЛУГ

Субподрядчик оказывает Подрядчику следующие услуги («Объем услуг») по настоящему Договору:

- Подготовка материалов об итогах Международного экономического форума «Сочи»;
- Организация размещения статей в средствах массовой информации США, а именно: «*Business Week*» ¼ полосы, «*Wall Street Journal*» 1/8 полосы, «*Forbes*» ¼ полосы, «*The New York Times*» 1/8 полосы.

30,706.63 (thirty thousand seven hundred six U.S. dollars and sixty-three cents), to be paid before November 30, 2007.

III. PERIOD OF COMPLETING SERVICES AND EFFECTIVE DATE OF SUBCONTRACT

Services under This Subcontract will be completed before October 31, 2007.

This Subcontract will enter on the date of its signature by the parties and will be effective till December 31, 2007.

IV. MISCELLANEOUS

4.01. 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 STATE OF NEW YORK (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF NEW YORK), AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. SUBCONTRACTOR AND CONTRACTOR SUBMIT THEMSELVES AND THEIR PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION IN THE DISTRICT OF COLUMBIA AND SUBCONTRACTOR AND CONTRACTOR HEREBY ACCEPT VENUE IN EACH SUCH COURT.

II. ОПЛАТА

Субподрядчик выполняет Объем услуг за фиксированную плату в размере 30 706,63 долл. США (тридцать тысяч семьсот шесть долларов США, шестьдесят три цента), которая подлежит оплате в срок до «30» ноября 2007 года.

III. СРОК ОКАЗАНИЯ УСЛУГ И СРОК ДЕЙСТВИЯ ДОГОВОРА

Услуги по настоящему договору должны быть оказаны в срок до 31 октября 2007 года

Настоящий Договор вступает в силу с момента его подписания и действует до 31 декабря 2007 года

IV. ПРОЧИЕ УСЛОВИЯ

4.01. ПРИМЕНИМОЕ ЗАКОНОДАТЕЛЬСТВО, ПОДСУДНОСТЬ И СОГЛАСИЕ НА ПРИВЛЕЧЕНИЕ ПО ИСКУ. НАСТОЯЩИЙ ДОГОВОР РЕГУЛИРУЕТСЯ И ТОЛКУЕТСЯ В СООТВЕТСТВИИ С ЗАКОНАМИ ШТАТА НЬЮ-ЙОРК (НЕЗАВИСИМО ОТ ВЫБОРА ПРИМЕНИМОГО ЗАКОНОДАТЕЛЬСТВА ШТАТА НЬЮ-ЙОРК) В ОТНОШЕНИИ ВСЕХ ВОПРОСОВ, ВКЛЮЧАЯ ВОПРОСЫ ЮРИДИЧЕСКОЙ СИЛЫ, СТРУКТУРЫ, ДЕЙСТВИЯ, ОБЕСПЕЧЕННОСТИ ПРАВОВОЙ САНКЦИЕЙ, ИСПОЛНЕНИЯ И СРЕДСТВ СУДЕБНОЙ ЗАЩИТЫ. СУБПОДРЯДЧИК И ПОДРЯДЧИК ПРИЗНАЮТ В ОТНОШЕНИИ СЕБЯ И СВОЕЙ СОБСТВЕННОСТИ ИСКЛЮЧИТЕЛЬНУЮ ЮРИСДИКЦИЮ ЛЮБОГО КОМПЕТЕНТНОГО СУДА ОКРУГА

4.02. Dispute Resolution

Procedures. In the event of a dispute, controversy or claim by and between Subcontractor and Contractor 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 aggrieved party may take legal action on the terms provided in this Agreement.

4.03. Severability. The provisions of this Agreement are severable,

КОЛУМБИЯ В ЛЮБОМ ИСКЕ ИЛИ ИНОМ ПРОИЗВОДСТВЕ, СВЯЗАННОМ С НАСТОЯЩИМ ДОГОВОРОМ. НАСТОЯЩИМ СУБПОДРЯДЧИК И ПОДРЯДЧИК СОГЛАШАЮТСЯ НА ВЫБОР ЛЮБОГО ПОДОБНОГО СУДА В КАЧЕСТВЕ МЕСТА СУДОПРОИЗВОДСТВА.

4.02. Порядок

урегулирования споров. В случае споров, разногласий или претензий между Субподрядчиком и Подрядчиком, вытекающих из настоящего Договора или связанных с ним или с вопросами, связанными с настоящим Договором, стороны обязуются сначала попытаться добросовестно урегулировать их путем переговоров по любому такому спору, претензии или иску. Каждая сторона может начать переговоры, направив письменное уведомление другой стороне с указанием предмета спора и предлагаемого решения. Получатель такого уведомления обязан ответить в письменном виде в течение пяти (5) рабочих дней, изложив свою точку зрения на спор и предложив способ его урегулирования. В случае невозможности урегулирования спора в результате такого обмена письмами представители высшего руководства обеих сторон, уполномоченные решить вопрос, выбирают наиболее удобное для обеих сторон место и время для встречи и проводят встречу не позднее пятнадцати (15) рабочих дней с даты первоначального уведомления, с тем чтобы обменяться существенной информацией и мнениями, а также попытаться урегулировать спор. Если спор не удалось решить путем переговоров, пострадавшая сторона может подать судебный иск на условиях, предусмотренных

and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. If any provision of this Agreement is determined by any arbitrator or court to be unenforceable as drafted, that provision shall be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.

4.04. Successors. This Agreement will be binding upon and inure to the benefit of the parties, their successors, assigns and legal representatives.

4.05. 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.

4.06. 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.

настоящим Договором.

4.03. Автономность положений договора. Положения настоящего Договора автономны, и невозможность обеспечения исполнения какого-либо положения настоящего Договора не влияет на исковую силу остальной части Договора. Если какое-либо положение настоящего Договора определяется арбитром или судом как не имеющее исковой силы в существующей редакции, данное положение толкуется таким образом, чтобы в максимальной степени осуществить цель данного положения согласно действующим законам.

4.04. Правопреемники. Настоящий Договор является обязательным и действительным в интересах обеих сторон, их правопреемников, цессионариев и законных представителей.

4.05. Передача прав и обязательств. Ни одна из сторон не имеет права передавать никакие из своих прав или обязательств по настоящему Договору без явно выраженного письменного согласия другой стороны.

4.06. Частичная недействительность. Если какая-либо статья настоящего Договора признается незаконной или недействительной по любой причине, указанная незаконность или недействительность не влияет на остальные статьи Договора, но такая незаконная или недействительная статья полностью отделяется от настоящего Договора, и настоящий Договор толкуется и приводится в исполнение так, как если бы данная

4.07. 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 other 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.

4.08. Modification. This Agreement may be modified or amended only by written agreement of the parties.

4.09. Relationship. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or employer-employee relationship between the parties, or as authorizing any party to act as agent for any other. Subcontractor will render all services as an independent contractor and will not be an employee of Contractor or subject to the provisions of Contractor's policies or entitled to any benefits thereunder. Contractor will carry no Workers' Compensation Insurance or similar insurance, or any health or accident insurance to cover Subcontractor or any employee(s) of Subcontractor. Contractor will not pay any contribution to Social Security, Unemployment Insurance, Federal or State Withholding Taxes, or similar insurance or taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship. Subcontractor agrees to report and pay any and all contributions for taxes, Unemployment Insurance, Social Security, or other similar insurance, and other benefits for Subcontractor and

незаконная или недействительная статья никогда не была включена в настоящий Договор.

4.07. Уведомления. Все уведомления, вручение которых обязательно или допускается по настоящему Договору, считаются врученными в случае вручения лично, доставки по факсу, курьером или экспресс-почтой в письменном виде другой стороне или ее уполномоченному представителю или доверенному лицу по адресу, указанному в первом абзаце настоящего Договора или по другому адресу, указанному стороной.

4.08. Внесение изменений. Поправки или изменения могут быть внесены в настоящий Договор только на основании письменного соглашения между сторонами.

4.09. Отношения между сторонами. Ни одно из положений настоящего Договора не должно истолковываться как направленное на создание партнерских отношений, совместного предприятия, агентства или трудовых правоотношений между сторонами, либо как предоставляющее какой-либо из сторон полномочия выступать в роли доверенного лица другой стороны. Субподрядчик оказывает все услуги как независимый подрядчик и не является наемным работником Подрядчика, и на него не распространяются положения внутренних правил Подрядчика, а также он не имеет прав на какие-либо льготы, предусмотренные указанными правилами. Подрядчик не обеспечивает Субподрядчику или работнику(-ам) Субподрядчика страхование по компенсации работников или подобные виды страхования, либо страхование

Subcontractor's employee(s).

4.10. 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.

4.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior agreements, oral or written, between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

здоровья или страхование от несчастных случаев. Подрядчик не производит выплаты в счет взносов социального страхования, страхования по безработице, федеральных налогов или налогов на уровне штата либо подобного страхования или налогов, и не производит иных отчислений или выплат, ожидаемых в случае трудовых правоотношений. Субподрядчик соглашается представлять отчетность и производить все налоговые выплаты, взносы страхования по безработице, социального страхования или других подобных видов страхования, а также другие виды льгот для Субподрядчика и работника(-ов) Субподрядчика.

4.10. Экземпляры. Настоящий Договор может быть оформлен в нескольких экземплярах, каждый из которых при оформлении таким образом считается оригиналом, а в совокупности все они представляют собой один и тот же документ.

4.11. Полнота Договора. Настоящий Договор представляет собой полную договоренность сторон относительно предмета настоящего Договора и заменяет все предыдущие устные или письменные договоренности между сторонами относительно предмета настоящего Договора.

В ПОДТВЕРЖДЕНИЕ
ВЫШЕИЗЛОЖЕННОГО стороны
подписали настоящий Договор в
вышеуказанную дату.

APCO WORLDWIDE INC.

Limited liability company
“Advertising agency “Terralife Strategic”

General Director

By: _____

By: _____ (Ivkina E.A.)

Title: _____