

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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
--	-----------------------------

3. Name of foreign principal Joint Stock Company "Techsnabexport"	4. Principal address of foreign principal Joint Stock Company "Techsnabexport" Ozerkovskaya nab., 28 bld. 3 Moscow, 115184 the Russian Federation
--	---

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 checked="" type="checkbox"/> Other (specify): <u>Joint Stock Company</u>

Individual-State nationality

CRM/ISS/REGISTRATION UNIT
2010 APR 13 PM 4:49

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: 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,

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

Nuclear energy

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 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 type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" 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.)

Foreign principal is an open joint stock company wholly owned by the JSC Atomenergoprom, which is wholly owned by State corporation for Atomic Energy "Rosatom", which is wholly owned by the Russian government.

2010 APR 13 PM 4: 49
CRM/ISS/REGISTRATION UNIT

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

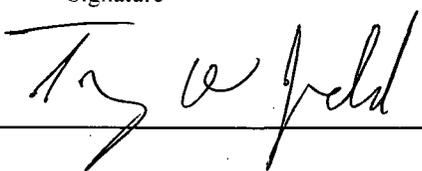
Date of Exhibit A	Name and Title	Signature
4/13/10	Terry W. Judd, Vice President	

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
3. Name of Foreign Principal Joint Stöck Company "Techsnabexport"	

CRM/ISS/REGISTRATION UNIT
2010 APR 13 PM 4:52

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 public affairs and government affairs services within the U.S. to the foreign principal for the purpose of promoting and creating positive relations in the U.S.

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

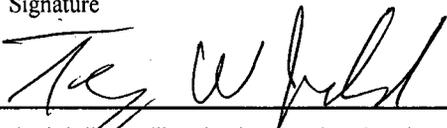
The Registrant will provide public affairs and government relations consulting services within the U.S. to the foreign principal and will carry out activities to promote positive U.S. relations.

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 will assist the foreign principal within the U.S. in building on positive U.S. relations.

2010 APR 13 PM 4:52
CRM/ISS/REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
4/13/10	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.

CONTRACT FOR LOBBYING SERVICES AND CONSULTING SERVICES

No. _____

April 12, 2010

Joint Stock Company "Techsnabexport", a joint stock company duly organized and existing under the laws of the Russian Federation, hereinafter referred to as "**TENEX**", represented by Alexey Grigoriev, General Director,

and

APCO Worldwide Inc., a corporation duly organized and existing under the laws of the State of Delaware, hereinafter referred to as the "**Firm**", represented by Margery Kraus, President and CEO,

hereinafter referred to collectively as "**Parties**" and individually as "**Party**", have concluded the present **Contract for Lobbying and Consulting Services No.** _____ (hereinafter referred to as the "**Contract**") and have agreed as follows:

Article 1

1.1. On the terms and conditions set forth herein and on the basis of a 12 (twelve) calendar months Detailed schedule, which shall be agreed by the Parties within 15 (fifteen) business days after signing of the present Contract (if not agreed, either Party shall be entitled to terminate this Contract by written notice to the other Party without any liability and at no cost to either Party) the **Firm** undertakes to render the services described in the Scope below (hereinafter referred to as "**Services**");

SCOPE

- (a) Creating and promoting a new image of State Atomic Energy Corporation "Rosatom" (hereinafter referred to as "Rosatom") as a global diversified company, leading provider of nuclear technologies and a reliable supplier for the US energy market among the US governmental, law-making authorities, business and financial circles, public and academic community, and also in mass media;
- (b) Supporting the interests of Rosatom in the USA (reputational, political and business support), and rendering assistance in establishing efficient mutual relationships with politicians and decision-makers including local and state authorities;
- (c) Rendering assistance in overcoming the existing political and trade barriers, including practical efforts to support the activities related to submission for Congress approval of the Agreement between the Government of the Russian Federation and the Government of the USA for cooperation in the field of peaceful uses of nuclear energy dated May 06, 2008;
- (d) Rendering services in the field of management consultancy aimed at promoting the interests of Rosatom at the US market, including evaluation of capabilities and risk assessment in structural, political and strategic perspectives;
- (i) Creating for subsidiaries of Rosatom of operational tools and channels to respond to information attacks by competitors;
- (f) Providing the necessary political and information support to prospective bilateral projects in the following areas:
 - joint construction on the USA territory of separative capabilities based on the Russian technology;
 - creating a strategic partnership with US companies;
- (g) Promoting the interests of Rosatom and its subsidiaries at the US market in the field of providing services related to nuclear fuel cycle:
 - rendering the necessary support for **TENEX's** contracting campaign with US utilities - operators of nuclear power plants to ensure the maximum efficient realization of commercial potential of Russian nuclear products deliveries under provisions of Agreement Suspending the Antidumping Investigation on Uranium from the Russian Federation dated October 16, 1992, as amended;
 - carrying out the necessary activities aimed at accelerating Russia's access to the market of nuclear fuel for PWR;
 - ensuring cooperation between the Joint Stock Company "TVEL" and US utilities - operators of nuclear power plants in the field of licensing Russian SQUARE fuel assemblies.

The period of rendering the Services hereunder shall be 12 (twelve) calendar months considering that for the purposes of this Contract rendering the Services within incomplete calendar month (calendar month of signature of this Contract) shall be regarded as rendering the Services within a complete calendar month.

Article 2

- 2.1 The fee due to the **Firm** for rendering the Services hereunder (hereinafter referred to as "Total Fee") shall be \$3,000,000 USD (Three million U.S. dollars), including 18% Russian Value Added Tax (hereinafter referred to as "VAT") payable in the territory of the Russian Federation (Russian VAT shall be withheld from the amount due to the **Firm** hereunder and paid by **TENEX** directly to the budget of the Russian Federation). The amount of Total Fee shall not be subject to any increase.

The Total Fee is comprised of the fixed quarterly fee (hereinafter referred to as "Quarterly Fee") which shall be \$ 750,000 USD (Seven hundred fifty thousand U.S. dollars) per each of the four three-month periods of rendering Services hereunder during the validity period of this Contract (hereinafter referred to as "Quarter") including the 18% Russian VAT payable in the territory of the Russian Federation (Russian VAT shall be withheld from the sum of the respective Quarterly Fee due to the Firm hereunder and paid by TENEX directly to the budget of the Russian Federation).

2.2 Unless otherwise expressly stated herein, the Total Fee due to the Firm for rendering Services hereunder shall cover any and all costs and expenses that may be incurred by the Firm in connection with rendering the Services including but not limited to the expenses on photocopying, telephone calls, messenger and delivery services, facsimile messages, computerized research, word processing of documents, secretarial overtime, and other miscellaneous expenses associated with rendering Services hereunder.

2.3 The Total Fee due to the Firm for rendering Services hereunder shall not cover such costs and expenses related to rendering the Services as travel expenses, such as lodging, mileage, parking, air fare and ground transportation, meals; as well as third party expenses related to engagement of legal counsel and consultants, performance of commercial publications, organization of special events (collectively "Third Party Expenses") incurred by the Firm for the benefit of TENEX which expenses shall be reimbursed by TENEX if incurred by the Firm only after TENEX's prior written facsimile (electronic) authorization, evidenced by appropriate documents (hereinafter collectively referred to as "Reimbursable Expenses") and shall be included in respective invoice to be provided by the Firm to TENEX by the end of each Quarter as indicated below. Expenses incurred without TENEX prior written facsimile (electronic) authorization shall not be subject to reimbursement to the Firm. A fixed markup of 17.65% shall apply to the Firm's Third Party Expenses.

The Firm shall provide TENEX with copies of documents (e.g. bills of legal counsel and consultants, tickets, invoices, hotel and restaurant bills, etc.) supporting the fact that Reimbursable Expenses have in fact been incurred as well as the amount of such Reimbursable Expenses. The total amount of Reimbursable Expenses which may be incurred by the Firm in relation to rendering Services hereunder in no event whatsoever shall exceed the amount of \$ 125,000 USD (One hundred twenty five thousand U.S. dollars) per each Quarter (hereinafter referred to as the "Cap") including the 18% Russian VAT payable in the territory of the Russian Federation which shall be withheld from the amount due to the Firm and paid by TENEX directly to the budget of the Russian Federation. It is expressly agreed by the Parties that TENEX shall not be responsible for reimbursement the Firm for any amount of the Reimbursable Expenses as well as any other expenses in excess of the above mentioned Cap.

2.4 Quarterly Fee for each Quarter hereunder shall be paid in two installments in the amount 70% (seventy percent) and 30% (thirty percent) accordingly against different invoices, which shall be issued by the Firm as follows:

a) Within 15 (fifteen) calendar days after the Parties agree on the Detailed schedule as per Article 1.1 hereof the Firm shall submit to TENEX an advance payment invoice for the first Quarter in the amount of 70% (seventy percent) of the Quarterly Fee, that is \$ 525,000 USD (Five hundred twenty five thousand U.S. dollars) including the 18% Russian VAT. The amount of Russian VAT shall be separately indicated in the invoice;

b) Advance payment invoices for the second, third and fourth Quarters, each in the amount of 70% (seventy percent) of the Quarterly Fee, that is \$ 525,000 USD (Five hundred twenty five thousand U.S. dollars) including the 18% Russian VAT, shall be submitted to TENEX within 15 (fifteen) calendar days of the beginning of each respective Quarter. The amount of Russian VAT shall be separately indicated in each invoice. Advance payment invoices for all Quarters shall be paid by TENEX within fifteen (15) business days of receipt of the correct originals of such invoices.

c) The Firm's invoices for the balance of 30% (thirty percent) of the Quarterly Fee, that is \$ 225,000 (Two hundred twenty five thousand U.S. dollars) including the 18% Russian VAT, as well as for the amount of Reimbursable Expenses incurred by the Firm in the respective Quarter shall be submitted to TENEX within 15 (fifteen) calendar days after the end of each of the Quarters. The amount of 30% (thirty percent) of the Quarterly Fee, the amount of Reimbursable Expenses as well as the respective amounts of Russian VAT shall be separately indicated in each invoice;

The invoice issued by the Firm hereunder shall be similar to the format attached as Annex 1 to this Contract.

2.5 The amount of the Russian VAT shall be withheld by TENEX from the respective amount due to the Firm

hereunder, acting as the Firm's fiscal agent for the purposes of paying the Russian VAT (if applicable), for transfer to the budget of the Russian Federation.

2.6 Each invoice issued by the Firm hereunder, with the exception of the advance payment invoices as per Article 2.4(a) and (b) hereof, shall be accompanied with the following documents:

(a) Services acceptance statement (hereinafter referred to as the "Statement") in the form similar to one attached as Annex 2 to this Contract and signed by the Firm for review and further signing by TENEX subject to prior approval by Rosatom and other companies of Russian nuclear industry to which TENEX is subordinate according to the corporate structure of Russian nuclear industry.

Such Statement shall specify:

- (i) the period of time when the Services covered by the corresponding Statement were rendered;
- (ii) a brief description of the Services and description of Expenses as per Article 2.3 hereof covered by the corresponding Statement with reference to the respective Reports as defined in Article 3.4 hereof submitted in respective period of time as per Article 3.4 hereof;
- (iii) total amount of the Firm's remuneration which is comprised of Quarterly Fee and Reimbursable Expenses with separate indication of the amount of the Russian VAT applied thereto, if any as per Article 2.4 hereof.

(b) copies of documents supporting the amounts of Reimbursable Expenses as per Article 2.3 hereof.

2.7 TENEX shall have the right to review, discuss and dispute the Statements and the invoice by providing to the Firm a grounded written notice of non-acceptance thereof. The Statement shall be accepted or disputed by TENEX within 15 (fifteen) business days of receipt thereof. In this case the Parties shall hold good-faith discussion in order to come to a mutually acceptable solution. The date of TENEX's acceptance of the Statement shall be the date of its signing by the authorized representative of TENEX.

It is expressly agreed by the Parties that Statement shall be subject to prior approval by Rosatom and other companies of Russian nuclear industry to which TENEX is subordinate according to the corporate structure of Russian nuclear industry. Statement shall be adjusted by the Firm in accordance with instructions of TENEX and/or Rosatom and/or other above mentioned companies.

2.8 Payment under the Contract shall be effected within 30 (thirty) business days from the date of TENEX's receipt of the correct original Invoice accompanied with all necessary supporting documents which are envisaged by this Contract and the Statement subject to signature of the respective Statement by TENEX.

If TENEX fails to effect any payment which is due in accordance with this Article 2.8 within the period set out in this Article 2.8 above, at the Firm's request TENEX shall pay to the Firm an interest at the rate of 18% (eighteen per cent) per annum, which interest shall accrue on any unpaid amounts from the date when such payment falls due until the date the respective payment is effected by TENEX as per Article 2.9 below.

2.9 TENEX shall effect payment of the amounts due to the Firm in accordance with this Contract under the particular invoice by wire transfer to the Firm's account as follows:

Citibank F.S.B., 1400 G Street, NW, Washington, DC 20005, APCO Worldwide, Account Number: [REDACTED] SWIFT CODE: CITI US 33, ABA# [REDACTED]

The wire transfer shall reference "TENEX" for proper crediting. Payment date shall be deemed to be effected by TENEX on the date of withdrawal of the funds from TENEX's bank account.

2.10 When paying the Firm's invoices, all charges and commissions of TENEX's bank shall be borne by TENEX and all charges and commissions of the Firm's bank and all other bank(s) shall be borne by the Firm.

2.11 Whenever the payment date falls on Saturday, or Sunday, or a banking/public holiday in the countries of the Parties or intermediary banks involved in payment process hereunder, the Payment Due Date shall be deemed to be the next day which is not a Saturday, Sunday nor such banking/public holiday in the country of the Parties.

Article 3

3.1 The Firm represents and warrants that it is fully qualified to render the Services hereunder and shall provide such Services in accordance with all applicable laws and regulations of the United States of America and any other applicable jurisdiction.

- 3.2 The **Firm** shall comply with all requirements of U.S. law regarding registration of its activities as required by the U.S. law, including registration and filing of reports as required under the Foreign Agents Registration Act and/or the Lobbying Disclosure Act. The **Firm** shall notify **TENEX** in writing upon the completion of the initial registration process and provide timely copies of documents filed under in compliance with the aforementioned laws.

If the **Firm** shall not obtain all necessary authorizations and/or permissions and/or licenses which is necessary under U.S. legislation for performing the Contract, each Party shall have the right to terminate this Contract by giving respective written notice to the other Party. In case of such termination the **Firm** shall not be entitled to require and **TENEX** shall not be obligated to effect any payments whatsoever to the **Firm** hereunder.

- 3.3 In rendering the Services, the **Firm** shall take only those efforts on **TENEX**'s behalf that **TENEX** directs and authorizes and shall attempt to resolve those matters as expeditiously as possible.
- 3.4 The **Firm** shall keep **TENEX** informed of all of its activities with regard to the developments in connection with the Services being rendered hereunder by sending written reports (hereinafter referred to as "Report") describing **Firm**'s action in accordance with the particular Quarterly schedule based on the 12 (twelve) months Detailed schedule, as per Article 1.1 hereof.

Reports shall be send by the **Firm** to **TENEX** at the times considered appropriate by the **Firm** but at least one Report shall be submitted to **TENEX** by the end of every Quarter.

Quarterly schedule for the respective Quarter shall be submitted by the **Firm** to **TENEX** within 15 (fifteen) business days before the end of the Quarter preceding such Quarter.

Quarterly schedule for the first Quarter shall be submitted by the **Firm** to **TENEX** together with the 12 (twelve) months Detailed schedule as per Article 1.1 hereof.

- 3.5 At **TENEX**'s request Reports, memoranda or other information related to rendering Services to **TENEX** shall be directed by the **Firm** to other persons **TENEX** may specifically designate.
- 3.6 The **Firm** shall render the Services hereunder by involving its employees only and shall not engage any third party for rendering the Services hereunder without the prior written consent of **TENEX**.

Article 4

- 4.1 This Contract shall come into effect as of the date first written above subject to its signing by both Parties and shall be valid for a period of 12 (twelve) calendar months as per Article 1.1 hereof or until performance by the Parties of all their obligations hereunder, whichever is later, unless (i) terminated prior to such date as specified in this Contract; (ii) otherwise is agreed in writing upon between the Parties.
- 4.2 **TENEX** and the **Firm** agree hereby to establish a 3 (three) calendar months trial period which shall start from the date first written above and if **TENEX** is not satisfied with the results of Services rendered by the **Firm** within such trial period, **TENEX**, within 15 (fifteen) calendar days of the end of the 3 (three) months trial period shall have the right to terminate this Contract and discharge the **Firm** by giving it sixty (60) calendar days prior written notice ("Trial Period Termination Notice"), provided that all the outstanding invoices issued by the **Firm** and due to be paid by **TENEX** hereunder are duly paid by **TENEX**. The Trial Period Termination Notice may be sent to the **Firm** by email followed by an original sent by express mail.
- 4.3 Immediately after receipt by the **Firm** of the Trial Period Termination Notice the **Firm** shall cease rendering the Services hereunder and incurring, where possible, the costs related to rendering the Services. For avoidance of doubt the Parties expressly agree that the **Firm** shall not be entitled to and **TENEX** shall not be responsible for payment for the Services rendered and expenses incurred (with the sole exception set out below) by the **Firm** after receipt of the Trial Period Termination Notice.

The **Firm** shall within five (5) business days of the date of the Trial Period Termination Notice notify **TENEX** of the expenses that the **Firm** has committed to before receiving the Trial Period Termination Notice and that can not be cancelled by the **Firm** or that may be cancelled with a cancellation charge¹ indicating the amount of

¹ In this case **TENEX** shall promptly advise the **Firm** whether the respective expenses should be cancelled by the **Firm** subject to application of the respective cancellation charge or whether they should not be cancelled. The amount of either (i) the respective expenses or (ii) the cancellation charge applicable to such expenses shall be included in the amount of the Non-cancelable expenses.

such cancellation charge (collectively "Non-cancelable expenses")². Within ten (10) business days after the Firm has incurred the Non-cancelable expenses, the Firm shall send to TENEX an original invoice for the amount of such Non-cancelable expenses together with the following documents: (i) two originals of a Statement stating that the Non-cancelable expenses have been incurred by the Firm in the form substantially similar to one attached as Annex 2 to this Contract and signed by the Firm; (ii) copies of documents that justify the fact that Non-cancelable expenses have in fact been incurred by the Firm as well as the amount of such expenses.

Within fifteen (15) business days of receipt of all of the abovementioned documents TENEX shall check the respective documents and inform the Firm of its concurrence with the mentioned documents or whether such documents need any corrections. TENEX shall have the right to discuss and dispute the above mentioned Statement by providing the Firm with a grounded written notice of non-acceptance thereof. In this case the Parties shall hold good faith discussions in order to come to a mutually acceptable solution.

It is expressly agreed by the Parties that the Statement shall be subject to prior approval by Rosatom and other companies of Russian nuclear industry to which TENEX is subordinate according to the corporate structure of Russian nuclear industry. Statement shall be adjusted by the Firm in accordance with instructions of TENEX and/or Rosatom and/or other above mentioned companies.

Payment by TENEX to the Firm for the Non-cancelable expenses shall be effected within 30 (thirty) business days from the date of TENEX's receipt of the respective correct original invoice accompanied with all the above mentioned documents subject to signature of respective Statement by TENEX.

Article 5

- 5.1 Subject to Section 5.2, the Firm shall treat all information and documents received from TENEX or any third party during and in relation to the performance of this Contract, rendering Services hereunder as well as the provisions of the present Contract as confidential and shall not disclose any such information to any third party without prior written consent of TENEX. Should this Contract expire as per Article 4.1 hereof or either TENEX or the Firm terminate this Contract by a mutual written agreement or otherwise as expressly specified herein, the obligation of the Firm stipulated in this Article 5.1 shall survive for 10 (ten) calendar years after such expiration or termination and the Firm shall not be entitled to use any such confidential information (related to TENEX or TENEX's business) for the benefit of any existing or future client and/or use this information contrary to TENEX's interests.

It is expressly agreed between the Parties hereby that TENEX shall have the right to disclose confidential information without prior written consent of the Firm to Rosatom and other companies of Russian nuclear industry to which TENEX is subordinate according to the corporate structure of Russian nuclear industry within the framework of approval procedures as per Article 2.7 hereof.

The Parties understand that the Firm shall be obligated to disclose the complete and unedited copy of this Contract to the U.S. Department of Justice, after which disclose such copy of the Contract will become publicly available. The Parties also understand that the Firm shall be obligated from time to time to submit to the U.S. Department of Justice Reports on the Services rendered by the Firm hereunder.

For the avoidance of doubt, no information shall be deemed confidential for the purposes of this Contract if such information is or becomes public other than through the fault of the Firm, is lawfully acquired by the Firm from any third party without any restriction of disclosure, is disclosed by TENEX to any third party without confidentiality restrictions, or is developed by or on behalf of the Firm by any third party who have not received confidential information in connection with this Contract and who are not under an obligation of non-disclosure with respect to such information.

- 5.2 If the Firm becomes legally compelled to disclose any confidential information as per Article 5.1 hereof, the Firm shall promptly notify TENEX in writing of such fact so that any appropriate action may be taken by TENEX. In the event that the Firm is required (including, without limitation, by oral questions, interrogations, subpoena, civil investigative demand, or similar legal process) to disclose any such information, the Firm shall give TENEX written notice of such requirement(s) promptly upon the Firm's receipt thereof, and of the Firm's intent to disclose such information, so that TENEX may seek an appropriate protective order and/or waive compliance with the provisions hereof. If TENEX does not obtain a protective order or provide a written waiver prior to the time required to make any such disclosure, and the Firm is nonetheless, in the reasonable opinion of the Firm, legally required to disclose such information, the Firm may disclose such information (to the extent

² The total amount of both the Reimbursable Expenses, if any, and Non-cancelable expenses shall in no event exceed the limit set out in Article 2.3 hereof.

required) without liability hereunder, provided that the Firm (i) has, prior to the date of such disclosure, complied with the notice requirements of this Article 5.2 and (ii) shall minimize any such disclosure to the fullest extent legally permissible. The Firm shall cooperate with TENEX in seeking confidential treatment of any such information required to be disclosed.

Article 6

In the event of changes in the name, location or banking requisites of either Party, such Party should inform the other Party in writing within 14 (fourteen) calendar days of such changes.

Article 7

- 7.1 Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity of this Contract, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The arbitral tribunal shall be composed of three arbitrators.
The place of the arbitration shall be Stockholm, Sweden.
The language to be used in the arbitral proceedings shall be English.

- 7.2 The decision of the arbitrators under Section 7.1 shall be binding and enforceable on the Parties and shall not be subject to appeal or review of any kind by any court or tribunal of any description; provided, however, that either Party may take action in any court of competent jurisdiction to enforce such decision.
- 7.3 This Contract shall be governed by and construed in accordance with the laws of Sweden without reference to its conflict of laws rules.

Article 8

This Contract is made in English in two identical texts, one text for each Party.

Article 9

TENEX shall indemnify the Firm against any losses or expenses which the Firm may incur as the result of any claim, suit or proceeding made or brought against the Firm or in which the Firm is asked to participate, based upon any materials the Firm prepares, publishes or disseminates for TENEX, subject to TENEX's prior written approval of such materials, and based upon information provided or approved by TENEX in writing prior to its preparation, publication or dissemination, except for losses or expenses that result from the Firm's negligence or willful misconduct.

Article 10

Neither Party shall be liable for non-performance or undue performance of its obligations hereunder if such non-performance or undue performance is caused by any event occurred after execution of this Contract and which is beyond a Party's reasonable control ("Force Majeure"), such as:

(i) an event which arises from any action of, or failure to act by, any legislative authority or any court or tribunal having jurisdiction over the affected Party or any governmental authority, restraint imposed by decision or order of any competent judicial or administrative tribunal, confiscation, embargo or blockade; or legislative or regulatory enactment or change having the force of law in the application or interpretation thereof;

(ii) any act of God; war, whether declared or not; insurrection, riot, sabotage, flood, fire, explosion, epidemic, land slide, lightning, earthquake, storm or accident; strike, lockout, work slow down or stoppage or other industrial dispute; power failure or shortage, major equipment breakdown, inability to obtain supplies, or delays in or unavailability of transportation.

In case of the above Force Majeure circumstances the Party who is prevented from fulfilling its obligations hereunder shall forthwith notify in writing the other Party of the occurrence and existence of the same. If either Party's inability to perform resulting from an event of Force Majeure specified herein above lasts for more than 3 (three) months from the date of occurrence of such event of force majeure, each Party shall have the right to terminate the present Contract by written notice to the other Party. In this case if TENEX is prevented from performance of its payment obligations due to Force Majeure, then TENEX shall pay the amounts owed to the Firm under the Contract immediately after cessation of the Force Majeure circumstances preventing TENEX from performance of its payment obligations. In

this case the termination procedure stipulated by Article 12 shall apply and the amounts owed by **TENEX** to the **Firm** shall be calculated and paid in accordance with relevant provisions of Article 4.3.

Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization, if any, of the country where an event of Force Majeure took place shall be a sufficient proof of beginning, duration and cessation of Force Majeure.

Article 11

This Contract together with Annexes attached hereto constitutes the entire agreement between the Parties with respect to the subject matter hereof and no prior or collateral representation, promises, warranty or condition made or given by one Party to the other Party, whether oral or written, and not contained herein shall be null and void.

Article 12

TENEX has the right to terminate this Contract without any penalties and any other negative consequences at any time by giving to the **Firm** respective written notice ("Termination Notice") 60-(sixty) calendar days prior to such termination. In such a case **TENEX** shall be responsible for payment of the **Firm's** invoices due to be paid by **TENEX** hereunder. The Termination Notice may be sent to the **Firm** by email followed by an original sent by express mail. In case **TENEX** chooses to terminate this Contract in accordance with this Article 12 the provisions of Article 4.3 shall apply.

Article 13

Addresses and bank requisites of the Parties:

Joint Stock Company "Techsnabexport"

Ozerkovskaya nab., 28 bld. 3,
Moscow, 115184,
the Russian Federation

APCO WORLDWIDE INC.

700 12th Street, NW, Suite 800
Washington, DC 20005
BANK: CITIBANK F.S.B.

Bank details: 1400 G Street, NW, Washington, DC
20005

Account # [REDACTED]
SWIFT CODE: CITI-US 33, ABA [REDACTED]

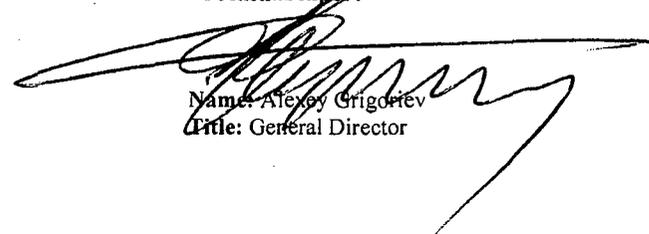
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective officers or representatives hereunto duly authorized, all as of the day and year first above written.

Joint Stock Company
"Techsnabexport"

APCO WORLDWIDE INC.



Name: Margery Kraus
Title: President and CEO



Name: Alexey Grigoriev
Title: General Director

2010 APR 13 PM 4:52
CORP/ISS/REGISTRATION UNIT

INVOICE

[LETTERHEAD OF THE FIRM]

Joint Stock Company "Techsnabexport"
Ozerkovskaya nab., 28 bld. 3,
Moscow, 115184,
the Russian Federation

_____ place

_____ date

INVOICE No. _____ dated _____

Under Contract for Lobbying Services No. _____ (the "Contract") dated _____, 2010 by and between Joint Stock Company «Techsnabexport» ("TENEX") and «APCO Worldwide Ind.» (the "Firm"), for the services rendered through [QUARTER, , YEAR].

- | | |
|--|------------|
| 1. Quarterly Fees,
(payable to the bank account of the Firm specified in the Contract) | USD |
| 2. Reimbursable Expenses, if any (payable to the bank account of the Firm specified in the Contract) | USD |
| 3. VAT payable in the territory of the Russian Federation (18% of the Amount due to the Firm) | USD |
| TOTAL AMOUNT due to the FIRM (1+2): | USD |

SERVICES ACCEPTANCE STATEMENT

This is to confirm that in accordance with Contract for Lobbying Services No. _____ 1 (the "Contract") dated _____, 2010 by and between Joint Stock Company "Techsnabexport" ("TENEX") and «APCO Worldwide Inc.» (the "Firm"), the Firm has rendered, and TENEX has accepted the Services, as defined in the Contract, rendered in the ___ quarter of ___ year, total amount of (*in writing*) Dollars - USD (*in figure*) .00 (including the 18% Russian VAT in the amount of (*in writing*) Dollars - USD (*in figure*) .00, payable in the territory of the Russian Federation).

The value of the Services rendered under the Contract corresponds to invoice No. _____

Description of the Services:

[-]

-

- Report on _____ dated _____

-]

Reimbursable Expenses incurred in connection with rendering of the Services:

[]

Amount due to the Firm USD 00.00

Amount of Russian VAT due to the budget of the Russian Federation _____ USD

Services were rendered properly and in a timely manner. The Firm and TENEX have no outstanding claims against each other [except for the Firm's claim for payment of fees for Services and related Reimbursable Expenses under Invoice No. _____ dated _____].

This Services Acceptance Statement transmitted by facsimile has the power of the original.

signed on behalf of
Joint Stock Company "Techsnabexport"

signed on behalf of
«APCO WORLDWIDE INC.»

Name

Name

Position

Position

Date

Date

2010 APR 13 PM 4: 52
CRM/ISS/REGISTRATION UNIT