



N. Murat Ersavci
Director General of
Press & Information,
Office of the Prime Minister
Ataturk Bulvari NO: 203
06680 Ankara

November 30, 1994

Dear Murat:

Pursuant to our discussion and the written proposal we submitted to the government, we agree to the following engagement:

- [1] The Office of the Prime Minister of Turkey (OPMT), retains Abernathy MacGregor Scanlon (AMS) to review ongoing communications activities, strategies and plans in the United States and Europe and to develop a plan for coordination of worldwide communications.
- [2] The term of this engagement is November 25, 1994 through February 24, 1995.
- [3] This engagement may be terminated at any time by written notice by OPMT or AMS.
- [4] During the period of this engagement, we will take our instructions from you or from whomever else the Prime Minister designates.
- [5] We will treat all information received from you or from OPMT as privileged and confidential. AMS acknowledges its responsibilities, both during and after the term of its appointment, to use all reasonable and legally permissible efforts to preserve the confidentiality of any proprietary or confidential information developed by AMS on behalf of OPMT or disclosed by OPMT or any other agencies or representatives of the government of Turkey to AMS.
- [6] AMS shall submit to OPMT itemized expenses with receipts for all pre-approved travel and OPMT will remit payment to AMS for such expenses within thirty days.
- [7] AMS will provide a monthly activity report to OPMT detailing its work for the previous month and its plan for the coming month.

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[8] AMS will remain cognizant of the interests and concerns of OPMT, thereby striving at all times to prevent conflicts of interests. Specifically, there can be no conflicts of interests between AMS's work for other clients and the interests of the government of Turkey. In the event of any merger or combination of OPMT with any other company, the successor entity will be bound by this Agreement.

[9] The laws of the Republic of Turkey shall govern in any interpretation or litigation concerning this Agreement.

[10] In the event that either party should become the subject of legal action, arising from or related to the performance of this Agreement, in connection with the infringement of the rights of any third party, the infringing party agrees to indemnify and hold harmless the other party against any losses, claims, damages or liabilities for which the infringing party is directly responsible. In applying this provision, OPMT shall be responsible only for claims arising from materials provided or prepared by it, or for information on which AMS relied which was provided to it by the Government of Turkey. AMS shall be responsible for claims arising from or in connection with materials prepared or approved by it except to the extent it relied on materials or information provided to it by the Government of Turkey. The infringing party shall also reimburse the non-infringing party for any legal or other expenses incurred (including court costs) in connection with any pending or threatened investigation or litigation arising from or related to the performance of this Agreement.

Should both parties be jointly responsible for the infringement, they agree to share the costs of defending against any such actual, pending, or threatened investigation or litigation in direct proportion to their percentage of responsibility for the infringement.

[11] All materials produced at OPMT's expense by AMS shall be the property of OPMT's upon receipt of payment in full for all fees and expenses due.

[12] OPMT may inspect all correspondence, contracts, books, accounts, and other materials prepared or held by AMS at the AMS office that are directly related to its performance of this Contract. Inspections may be made during normal business hours on five (5) business days prior written to AMS.

