

U.S. Department of Justice  
Washington, DC 20530

OMB No. 1124-0003; Expires April 30, 2017

**Amendment to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average 1.5 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, Counterespionage Section, National Security 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  Burson-Marsteller, LLC	2. Registration No.  6223
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending \_\_\_\_\_
- Other purpose (*specify*) Contracts and Amendments documentation translated to English
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Contract (uploaded with Exhibit B in 9/29/2014) translated to English.  
Amendment 1 (uploaded on 10/29/2014) translated to English  
Amendment 2 (uploaded on 11/19/2014) translated to English  
Amendment 3 (uploaded on 12/15/2014) translated to English

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

When we first uploaded Exhibit B and then the amendments, the documentation (contract and amendments) were in Spanish.

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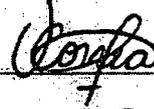
**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

02/02/2015



Veronica Correa Tourn

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

### CONSULTANCY AGREEMENT

We, **MIGUEL ÁNGEL GAMEZ**, of age, married, Civil Engineer, Honduran and with domicile at this address, holder of ID card number [REDACTED] acting as Commissioner of the **COMMISSION TO PROMOTE THE PUBLIC-PRIVATE ALLIANCE (COALIANZA)**, as evidenced in the Certification of Section 7 of Minutes 62 corresponding to the session held by the National Congress on January 20, 2014, evidencing his appointment and swearing-in as Commissioner, and as President and Legal Representative of such Commission, as evidenced by the Special Minutes of the meeting held by the **COMMISSION TO PROMOTE THE PUBLIC-PRIVATE ALLIANCE (COALIANZA)** on January 22, 2014, where the Agreement adopted by such body is evidenced, regarding the order in which the Commissioners will hold the position of President of the Commission, an agency decentralized from the office of the President of the Republic, created by Legislative Decree number 143-2010, with a legal capacity and assets of its own, which, for the purposes of this Agreement, will be hereinafter referred to as **THE CONTRACTING PARTY**, and **IRENE DE SOUSA**, of age, holder of passport number [REDACTED] acting in her capacity as Regional Financial Director for Latin America, and **CLAUDIA GIOIA WENCELBLAT**, of age, holder of passport number [REDACTED] acting in her capacity as Executive Vice President, both with a special power of attorney to execute this agreement in the name and on behalf of **BURSON-MARSTELLER LLC**, a company duly incorporated in the State of Delaware, United States of America, to be hereinafter referred to as **THE CONSULTANCY FIRM**, have agreed to execute, as we are executing, this Consultancy Agreement, subject to the following terms and conditions:

**ONE. SUBJECT MATTER:** Under this Agreement, the Consultancy Firm will accompany **COALIANZA** and its advisors in the creation and communication of a National Image and a Country Brand, to be used as basis to achieve the following objectives:

- Promote Foreign Investments
- Promote Exports
- Promote Inbound Tourism.

**TWO. SCOPE OF THE SERVICES:** For the purposes hereof, **THE CONSULTANCY FIRM** commits to perform the following activities:

#### Diagnosis Program

Purpose: Diagnosis

#### i. Audit the Communication tools

1. Review all the communication channels and materials currently used by Honduras to communicate with people with influence on foreign investments, exports and tourism.

ii. Conduct a study to find out the perception and image that international agencies have of Honduras

1. Map of agencies with international influence on investments, exports and tourism (not less than 15)

2. Perception audit based on the documents published by such agencies.

3. Report of findings.

iii. Qualitative Study

1. Presentation of a database with 100 people with influence on foreign investments, exports and tourism.
2. Development of illustrative questionnaires.
3. Management of one-on-one meetings
4. How to lead an interview.
5. Report of findings.

iv. Quantitative Study

1. Select a universe of 25,000 influential persons regarding foreign investments, exports and tourism.
2. Development of questionnaires.
3. Field work.
4. Presentation of findings.

v. Digital perception study

1. Identification of fields of interest for Honduras.
2. Development of a study of perceptions associated with Honduras regarding such topics, in Spanish, English and Portuguese, at:
  - a. Twitter.
  - b. Blogs.
  - c. Fora.
3. Presentation of the final report and recommended actions.

**THREE. TERM:** This agreement shall be effective for thirty (30) calendar days calculated from the start order date. The start order will be considered issued two (2) days after the execution hereof. This Agreement may be extended by a written agreement signed by both parties.

**FOUR. AMOUNT PAYABLE:** THE CONSULTANCY FIRM will receive, as consideration for the consultancy work and the deliverables mentioned herein, a total amount of **ONE HUNDRED AND THIRTY-THREE THOUSAND, THREE HUNDRED AND THIRTY-FOUR DOLLARS (USD 133,334.00)**, the legal tender of the United States of America, to be paid as follows:

A single payment will be made no later than five (5) business days after the final report and the recommended actions are delivered and after COALIANZA's due approval.

In case of additional work, which will only be requested by COALIANZA through an official written notice, THE CONSULTANCY FIRM will send COALIANZA a bill for 50% of the fees at the beginning of the additional work and the remaining 50% will be billed at the earlier of 30 days after the beginning or before the end of such work. For all ongoing services, THE CONSULTANCY FIRM shall submit a monthly bill at the beginning of each month.

The bills including third party costs will list the type of expense and include the copies of the suppliers' bills, which shall be previously approved by COALIANZA.

COALIANZA shall make the payment within 30 days after the bill date, except if third parties request an advance payment, which payment shall be previously approved by COALIANZA.

In case of an advance payment to third parties, THE CONSULTANCY FIRM will bill such amount in advance to COALIANZA and the bill shall be immediately paid.

All payments shall be made through a wire transfer to:

Bank: WELLS FARGO

Account Name: BURSON MARSTELLER

Routing Number [REDACTED]

Account Number [REDACTED]

SWIFT Code: [REDACTED]

Each payment shall be subject to a withholding (12.5% in case of a domestic transfer and 25% in case of a foreign transfer) as professional fees, unless **THE CONSULTANCY FIRM** gives evidence that it is subject to the Advance Payment Scheme.

**THE CONSULTANCY FIRM** commits to correct, modify or amend any deliverable if, after the relevant review, it fails to conform to the terms of reference, technical proposal and other instruments that are part of this Agreement.

Additionally, it is hereby understood that the employees of **THE CONSULTANCY FIRM** providing the services under this Agreement will have no working relationship with **THE CONTRACTING PARTY**. **THE CONSULTANCY FIRM** shall be solely and exclusively liable for paying the wages, benefits and severance pays derived from the employment of those employees, including workers' compensation or similar risks.

Professional fees are not assumed to include reasonable third party expenses, like travel, accommodation, per diem, mail services, digital vendors, advertising or design agencies and others, which shall be previously approved and authorized by **COALIANZA**, before **THE CONSULTANCY FIRM** may incur in such reasonable expenses. Any reasonable expense from third parties (production, development of materials, etc.) incurred by **THE CONSULTANCY FIRM** on behalf and to the order of **COALIANZA**, as a result of the need to develop the project for which it has been hired, shall be borne by **COALIANZA**. **COALIANZA** may choose to pay these expenses directly.

No advertising expenses are included in this Agreement. If **COALIANZA** decides to assign the specific activity of buying advertising space in the mass media (TV, radio, magazines, newspaper and the Internet) to **THE CONSULTANCY FIRM**, a separate budget will be negotiated for such activity.

**FIVE. RELIABILITY AND ETHICS:** The employees of **THE CONSULTANCY FIRM** shall perform the works assigned following the highest standards of efficiency, ethics, professional integrity, and, particularly, reliability, due to the nature of the work at issue, which involves rights reserved by **THE CONTRACTING PARTY**, as well as confidentiality commitments and copyrights acquired by **THE CONTRACTING PARTY** from third parties.

Based on the foregoing, **THE CONSULTING COMPANY** shall also take all measures necessary so that its managers, employees or subcontractors shall not disclose, either directly or indirectly, to any person, neither during the life of this Agreement nor after the termination hereof, any information obtained during the performance of the Agreement that is not publicly known, except with **THE CONTRACTING PARTY**'s written consent.

**SIX. SETTLEMENT OF DISPUTES:** Any dispute or conflict between the parties, directly or indirectly related to this Agreement, in terms of its nature, interpretation, performance, execution or termination, shall be settled through an institutional or legal arbitration, in conformity with the Regulation of the Conciliation and Arbitration Center of the Chamber of Commerce and Industry of Tegucigalpa.

**SEVEN. EXTENSION OF THE TERM:** This Agreement may be extended due to the following reasons:

a) Duly proven force majeure or act of God, being they understood as any event that results from an unforeseeable reason, beyond human control, not attributable to **THE CONSULTANCY FIRM's** fault or negligence.

b) The time and cost necessary, if so justified, to do the extraordinary or additional works not covered hereunder, but ordered by **THE CONTRACTING PARTY**. In this case, any additional time and cost shall be agreed by the parties, and a certificate of extension shall be executed and authenticated, together with the subsequent amendment of the agreement.

Any extension to carry out the works hereunder, resulting from force majeure or act of God, shall not be subject to any additional compensation.

**EIGHT. PENALTIES:** **COALIANZA** shall have, at all times, the power to oversee and check the efficiency of the services purchased and the fulfillment of the contractual obligations by **THE CONSULTANCY FIRM**. If **THE CONSULTANCY FIRM** fails to fulfill this Agreement, **COALIANZA** will notify **THE CONSULTANCY FIRM** of any delay, so that the relevant corrective measures are taken within a period no longer than three business days. If such non-compliance is not cured within the above-mentioned period, **COALIANZA** may, at its option:

1- Give notice in writing, or

2- Extend the deadline, or

3- Impose a penalty. A penalty of 0.17% of the total amount of the Agreement may be charged per calendar day of delay in the performance of the Consultancy work. In any case, the value of such adjustments shall not be higher than ten percent (10%) of the fees paid to **THE CONSULTANCY FIRM**. If the total amounts to be paid by **THE CONSULTANCY FIRM**, as a result of an adjustment, are equal to or higher than ten percent (10%) of the value of the Agreement, **COALIANZA** may terminate the agreement. **THE CONSULTANCY FIRM** may, at any time, take all necessary measures to secure the non-compliances resulting in the adjustments will not occur again.

If the delay is not attributable to **THE CONSULTANCY FIRM**, **THE CONSULTANCY FIRM** shall justify such delay, which shall be then verified by **COALIANZA**.

**NINE. REPORTS AND WORK PROGRAM:** **THE CONSULTANCY FIRM** will produce the following deliverables:

a. **Work Program-** The work program shall be presented two (2) business days after the signature of this agreement.

b. **Final Report and Recommended Actions.** **THE CONSULTANCY FIRM** shall submit to **THE CONTRACTING PARTY** the original and one (1) copy of the Final Report and Recommended Actions thirty (30) calendar days after starting the works, as established in SECTION THREE hereof. If the delivery date is a non-business day for **COALIANZA**, **THE CONSULTANCY FIRM** will deliver the final report on the business day immediately following the Agreement's deadline.

**TEN. TERMINATION:** This Agreement may be terminated by any of the parties at any time, giving a five (5)-day notice to the other of the reasons for the termination, by mutual agreement of the parties, by default by any of the parties of the obligations assumed hereby, or due to force majeure or act of God, as defined in section SEVEN hereof.

Additionally, this Agreement may be considered terminated when the penalties imposed during the rendering of the consultancy services reach ten percent (10%) of the total amount of the Agreement. The termination shall become effective immediately and no compensation shall be paid.

**ELEVEN. APPLICABLE LAW:** The provisions of the laws current in the Republic of Honduras shall apply to anything not provided for in this agreement.

**TWELVE. DOCUMENTS:** The following documents are part of this Agreement and, together with it, they constitute a single legal body, being the parties bound by the tenor of their relevant contents:

- a. This Agreement and any amendment thereto;
- b. Terms of Reference
- c. The Start Order, if issued as a separate document or within the clauses of the agreement;
- d. The Financial Bid submitted by **THE CONSULTANCY FIRM** during the pricing process and approved by **THE CONTRACTING PARTY**;
- e. Work Program; and,
- f. Any clarification, either sent by email or written notice sent through a reception desk during the bidding process.

**THIRTEEN. INTELLECTUAL PROPERTY AND COPYRIGHT:**

- a) **THE CONSULTANCY FIRM** assigns to **THE CONTRACTING PARTY** the intellectual property, physical property and copyright over the deliverable, results or the products or the consultancy performed and delivered pursuant to the terms of this Agreement.
- b) Once the terms of the Agreement expire, **THE CONSULTANCY FIRM** shall not have no right or claim over such products, results or the deliverable obtained by **THE CONTRACTING PARTY** by virtue of the terms of the agreement, regardless the means by which they have been delivered, whether reports, plans, data or information, either in printed or electronic format.
- c) **THE CONSULTANCY FIRM** shall not have any right or claim over any act or effect derived from the use by **THE CONTRACTING PARTY** of the deliverable, the results or the products provided resulting from the consultancy work.
- d) **THE CONSULTANCY FIRM** commits to keep unchanged all original copies and files of the deliverable, the results or the products for at least ten (10) years, so that if **THE CONTRACTING PARTY** needs an additional copy of the deliverable, **THE CONSULTANCY FIRM** hereby commits to deliver the same to **THE CONTRACTING PARTY**, and **THE CONSULTANCY FIRM** shall only be paid the costs associated with the preparation of the requested copies.
- e) All original copies and files kept under custody by **THE CONSULTANCY FIRM** shall be subject to the provisions of this section.
- f) Any material whose intellectual property rights belong to a third party (such as negatives, unused visual designs, (color) separation files, printing plates, press material, etc.), shall be excluded from this clause. In such a case, these rights shall belong to the third party at issue.

**FOURTEEN. FORCE MAJEURE:** **THE CONSULTANCY FIRM** shall not be liable for any loss, damages, injuries or delays for reasons beyond its reach (notwithstanding the generality of the expression) such as any government action, strike, lock out, fire, lightning, aircraft explosion, flood, riot, civil commotion, acts of war, terrorism, misdeed or theft, except if the services provided are significantly interrupted due to the above-mentioned reasons. The rate to be paid for the interruption shall be reduced to the amount deemed reasonable by **THE CONSULTANCY FIRM**, at its own discretion.

**FIFTEEN. PENALTY FOR HIRING EMPLOYEES:** **THE CONSULTANCY FIRM** commits not to attract or hire **COALIANZA**'s employees directly or indirectly involved in issues related to the hiring of **THE CONSULTANCY FIRM** pursuant to this Agreement or the Letter of Commitment, and **COALIANZA** commits not to attract or hire **THE CONSULTANCY FIRM**'s employees directly or indirectly involved in issues related to the hiring of **COALIANZA**, pursuant to this Agreement or Letter of Commitment, which shall become effective upon the signature of this Agreement and shall expire one year after the termination hereof. If **THE CONSULTANCY FIRM** or **COALIANZA** violates this section without the prior written consent of the other party, such party shall be liable to the other for a payment equivalent to 50% of the annual compensation of the employee attracted by a better compensatory package.

**SIXTEEN. LIMITATION OF LIABILITY:** None of the parties shall be liable for direct or indirect or consequential damages arising herefrom, even when one of the parties would have been informed of the likelihood of such damages.

**SEVENTEEN. INTEGRITY:** In compliance with Section 7 of the Transparency and Access to Public Information Act (LTAIP) and in the belief that by avoiding corruption practices we might strengthen a transparent, equitable and accountable culture in the State's procurement process, to then strengthen the basis of the Rule of Law, the Parties freely and voluntarily commit as follows:

1. To maintain the highest level of ethics, moral behavior and respect for the Laws of the Republic, as well as the following values: INTEGRITY, CONTRACTUAL LOYALTY, EQUITY, TOLERANCE, OBJETIVITY AND DISCRETION WITH THE CONFIDENTIAL INFORMATION WE MANAGE, REFRAINING FROM MAKING PUBLIC STATEMENTS RELATED THERETO.

2. To assume a strict performance and application of the core principles that rule the public procurement processes established by the State Procurement Act, such as transparency, equality and free competition.

3. During the performance of the Agreement, no person duly authorized to act in our name and on our behalf, and no employee or worker, partner or associate, whether authorized or not, shall be involved in:

- a. Corruptive Practices: being the same understood as practices where valuable things are directly or indirectly offered to be given, received or requested to influence the actions of the other party;
- b. Collusive Practices: being the same understood as the practices that denote, suggest or prove there is a malicious agreement among two or more parties or among one party and one or more third parties, with the intention to reach an inappropriate goal, including that of inadequately influence the actions of the other party.

4. To review and check all the information that has to be presented through third parties to the other party for the purposes of the Agreement, and we hereby state that any information exchanged during the procurement process subject-matter hereof has been duly reviewed and checked, so that both parties assume and will assume liability for providing inconsistent or inaccurate information or information that does not correspond to reality for the purposes of this Agreement.

5. To maintain due confidentiality on any information to which the parties might have access hereunder and not to provide or disclose the same to third parties and, at the same time, refrain from using the same for other purposes.

6. To accept any resulting consequences if the breach of any of the commitments hereunder is declared by a competent court, notwithstanding any civil or criminal liability that may result therefrom.

7. To report, during the relevant period, to the corresponding authorities, any irregular act or event by our employees or workers, partners or associates, when there is a reasonable indication thereof and when such irregular act or event may result in a civil and/or criminal liability. The foregoing applies to the subcontractors hired by the Contractor or the Consultant, as well as to the partners, associates, executives and workers thereof.

Any failure to comply with the statements above shall result in the following:

- a. To the Contractor or Consultant:
  - i. Disqualification to contract with the State, notwithstanding the liability that may

correspond,

- ii. The worker, executive, representative, partner, associate or agent who has failed to comply with this Section will be imposed the penalties or disciplinary measures derived from the labor regulations and, if applicable, the corresponding legal actions shall be filed.

b. To the Contracting Party:

- i. Definitive elimination of the (liable Contractor and subcontractors or the Contractor and subcontractors that having the possibility of reporting the irregularity have not done so) from its Registry of Suppliers and Contractors, so as not to be subject to illegibility in future hiring processes (sic).
- ii. The defaulting employee or officer shall be subject to the penalties established in the Code of Ethical Behavior of Civil Servants, notwithstanding any claim for administrative, civil and/or criminal liability that may correspond.

In witness whereof, the parties represent they accept the commitments adopted hereby, being understood that this Statement is an integral part of the Agreement.

**EIGHTEEN. THE CONSULTANCY FIRM** represents as follows: The representations of **THE CONTRACTING PARTY** are true, because it has so been agreed and, therefore, **THE CONSULTANCY FIRM** accepts all and each of the contents hereof, assuming its obligations arising herefrom.

In witness whereof, we sign this **CONSULTANCY AGREEMENT** in the City of Tegucigalpa, Municipality of the Central District, on this 4th (fourth) day of August, 2014.

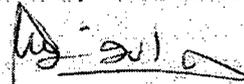
MIGUEL ÁNGEL GAMEZ - COALIANZA, Honduras, C.A. - PRESIDENT - IRENE DE SOUSA - CLAUDIA GIOIA WENCELBLAT

Translator's Certification

I hereby certify the foregoing is a TRUE AND ACCURATE TRANSLATION into English of the original document in Spanish, which I have had before me. Buenos Aires, December 31<sup>st</sup>, 2014.

Por el presente certifico que lo que antecede es TRADUCCIÓN FIEL y CORRECTA al idioma inglés del documento original redactado en idioma español, que he tenido a la vista y al cual me remito. Buenos Aires, 31 de diciembre de 2014.

Natalia Risuleo  
Traductora Pública de inglés



NATALIA RISULEO  
TRADUCTORA PUBLICA  
INGLES  
MAT. Tº XVI - Fº 332 CAP. FED  
INSCRIP. C.T.P.C.B.A. Nº 5987

**AMENDMENT No. 1 TO THE CONSULTANCY AGREEMENT**

We, **MIGUEL ÁNGEL GAMEZ**, of age, married, Civil Engineer, Honduran and with domicile at this address, holder of ID card number [REDACTED] acting as Commissioner of the **COMMISSION TO PROMOTE THE PUBLIC-PRIVATE ALLIANCE (COALIANZA)**, as evidenced in the Certification of Section 7 of Minutes 62-corresponding to the session held by the National Congress on January 20, 2014, evidencing his appointment and swearing-in as Commissioner, and as President and Legal Representative of such Commission, as evidenced by the Special Minutes of the meeting held by the **COALIANZA** on January 22, 2014, where the Agreement adopted by such body is evidenced, regarding the order in which the Commissioners will hold the position of President of the Commission, an agency decentralized from the office of the President of the Republic, created by Legislative Decree number 143-2010, with a legal capacity and assets of its own, which, for the purposes of this Amendment, will be hereinafter referred to as **THE CONTRACTING PARTY**, and **IRENE DE SOUSA**, of age, holder of passport number [REDACTED] acting in her capacity as Regional Financial Director for Latin America, and **CLAUDIA GIOIA WENCELBLAT**, of age, holder of passport number [REDACTED] acting in her capacity as Executive Vice President, both with a special power of attorney to execute this agreement in the name and on behalf of **BURSON-MARSTELLER LLC**, a company duly incorporated in the State of Delaware, United States of America, to be hereinafter referred to as **THE CONSULTANCY FIRM**, have agreed to execute, as we are executing, this Amendment to the Consultancy Agreement, subject to the following terms and conditions:

**I. BACKGROUND**

On August 4 (four), 2014, **THE CONTRACTING PARTY** and **THE CONSULTANCY FIRM** executed the Consultancy Agreement for a total amount of ONE HUNDRED AND THIRTY-THREE THOUSAND, THREE HUNDRED AND THIRTY-FOUR DOLLARS (USD 133,334.00), the legal tender of the United States of America, effective for thirty (30) calendar days as from the start order issue date, so that the Consultancy Firm will accompany The Contracting Party and the advisor thereto in the creation and communication of a National Image and a Country Brand to be used as basis to achieve the following objectives: Promotion of Foreign Investment, Promotion of Exports and Promotion of Inbound Tourism.

Taking into account that in order to create and communicate a National Image and a Country Brand, the scope of the purchased services has to be expanded, which will result in an increase in the amount and time of consultancy, both parties have decided to amend Sections Two, Three, Four, Ten and Sixteen, which from now on will read as follows:

**II. AMENDMENTS:**

**TWO. SCOPE OF THE SERVICES:** For the purposes of this Agreement, **THE CONSULTANCY FIRM** commits to expand its activities into a second stage, as described below:

**Actions Scheduled for the Second Stage:**  
**COMMUNICATION STRATEGY**

**Purpose:** Develop and define a single country brand and national image platform for Honduras. Define the general strategy.

**Challenge:** Find and establish an umbrella partnering concept based on the pillars analyzed above, covering all the activities that are representative of Honduras and intended to be promoted abroad, thus building up a long-lasting country definition.

**Actions**

- Map priority audiences.
- Develop a plan for an integrated communication campaign, including international communications, to be used as outline for future communications initiatives intended to promote Honduras as a destination for investments and/or tourism.
- Define specific investment objectives for each priority sector, prepare promotion strategies and a

global work plan, together with the representatives of the priority sectors.

- Implement a workshop with the National Investment Council of Honduras and other stakeholders.
- Review visual and conceptual points that may be unique, noticeable and sustainable over time.
- Prepare a key messages platform, with specific reading material for the sectors that will use the same.
- Develop a communication strategy for the short and long term.
- Develop a master plan.
- Develop a three-year master budget. Schedule the Activities

**THREE. TERM:** This agreement shall be effective for thirty (90) calendar days calculated from the start order date. The start order will be considered issued two (2) days after the execution hereof. This Agreement may be automatically extended by a written agreement signed by both parties.

**FOUR. AMOUNT PAYABLE: THE CONSULTANCY FIRM** will receive, as consideration for the consultancy work and the deliverables mentioned herein, a total amount of **THREE HUNDRED AND SIXTY THOUSAND, FOUR DOLLARS (USD 360,004.00)**, the legal tender of the United States of America.

**TEN. TERMINATION:** This agreement may be terminated by any of the parties at any time, giving a thirty (30)-day notice to the other of the reasons for the termination, by mutual agreement of the parties, by default by any of the parties of the obligations assumed hereby, or due to force majeure or act of God, as defined in section SEVEN hereof.

**SIXTEEN. LIMITATION OF LIABILITY:** None of the parties shall be liable for direct or indirect or consequential damages arising from force majeure.

### III. ACCEPTANCE AND SIGNATURES

Both parties ratify and accept the contents herein and represent that all other clauses of the Consultancy Agreement will remain effective. In witness whereof, we sign this Amendment in the City of Tegucigalpa, Central District, on this second day of September, 2014.

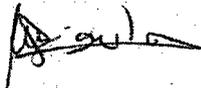
MIGUEL ÁNGEL GAMEZ - COALIANZA, Honduras, C.A. - PRESIDENT - IRENE DE SOUSA -  
CLAUDIA GIOIA WENCELBLAT

#### Translator's Certification

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Natalia Risuleo  
Traductora Pública de inglés



NATALIA RISULEO  
TRADUCTORA PÚBLICA  
INGLES  
MAT. Tº XVI - Fº 332 CAP. FED  
INSCRIP. C. T. P. C. B. A. Nº 5987

Tegucigalpa, Central District, October 14, 2014  
OFFICIAL NOTICE COALIANZA No. 575/2014

**Ms. Claudia Gioia Wencilblat**  
**Executive Vice-president**  
**Burson-Marseteller LLC**  
Hand Delivered

Dear Mr. Gioia,

In agreement with the provisions of the third paragraph of Section Four of the Agreement executed between the Commission to Promote the Public-Private Alliance (COALIANZA) and Burson-Marseteller LLC on August 4, 2014, I hereby request the following additional works:

General Purpose:

To identify and amplify the achievements of the public and private sectors to leverage the position of the Honduras country brand.

SCOPE OF THE WORK

1. Identify the technical work team and define its functions at the various national sectors, giving priority to the creation of an intersectoral technical team to manage the Country Image.
2. Review the President's work schedule from time to time.
3. Review the work schedule of the National Investment Council (CNI) from time to time, as well as its participants.
4. Present recommendations consistent with the opportunities identified.
5. Make recommendations regarding communication materials in general.
6. Make recommendations regarding introductions to key mass media, social media leaders, businesspersons, authorities, etc.
7. Review the assets and current, and planned initiatives for on line activities related to the Honduras country brand.
8. Meet in Honduras with the team and other active resources to understand the operation as of today and the potential thereof.
9. Generate a diagnosis and requirement program based on the strategy outlined to create and position the Honduras country brand.
10. Develop news points of view to promote attractions in Honduras.
11. Give advice to the mass media office to respond to information requests with quality and efficiency.
12. Give advice to follow up publication schedules and coordinate meetings with top journalists to maximize the publication of articles.
13. Prepare a crisis management plan, including actions to care for and manage any negative image, including key messages, rapid responses, etc.
14. Continuous monitoring.

SCOPE OF THE DIGITAL DIAGNOSIS

15. Review the assets and current and planned initiatives for on line activities related to the Honduras country brand.
16. Meet in Honduras with the team and other active resources to understand the operation as of today and the potential thereof.
17. Generate a diagnosis and requirement program based on the strategy outlined to create and position the Honduras country brand.
18. Identify and validate the Government's work team, define functions in line with their experience and professional capacity, outlining its organization structure and, at the same

time, deliver the diagnosis-based action plan to manage the Country Brand.

The above-described additional works shall be performed in a 30 (thirty)-day period, starting on October 15 and finishing on November 15, 2014, for an amount of Ninety-Nine Thousand, Six Hundred and Ninety-Nine Dollars (USD 99,699,00), the legal tender of the United States of America.

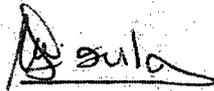
Sincerely,

**Translator's Certification**

I hereby certify the foregoing is a TRUE AND ACCURATE TRANSLATION into English of the original document in Spanish, which I have had before me. Buenos Aires, December 31<sup>st</sup>, 2014.

Por el presente certifico que lo que antecede es TRADUCCIÓN FIEL y CORRECTA al idioma inglés del documento original redactado en idioma español, que he tenido a la vista y al cual me remito. Buenos Aires, 31 de diciembre de 2014.

Natalia Risuleo  
Traductora Pública de inglés



NATALIA RISULEO  
TRADUCTORA PUBLICA  
INGLES  
MAT. T° XVI - P° 332 CAP. FED.  
INSCRIP. C.T.P.C.B.A. N° 56°

**CONSULTANCY AGREEMENT**

We, **MIGUEL ÁNGEL GAMEZ**, of age, married, Civil Engineer, Honduran and with domicile at this address, holder of ID card number [REDACTED] acting as Commissioner of the **COMMISSION TO PROMOTE THE PUBLIC-PRIVATE ALLIANCE (COALIANZA)**, as evidenced in the Certification of Section 7 of Minutes 62 corresponding to the session held by the National Congress on January 20, 2014, evidencing his appointment and swearing-in as Commissioner, and as President and Legal Representative of such Commission, as evidenced by the Special Minutes of the meeting held by the **COMMISSION TO PROMOTE THE PUBLIC-PRIVATE ALLIANCE (COALIANZA)** on January 22, 2014, where the Agreement adopted by such body is evidenced, regarding the order in which the Commissioners will hold the position of President of the Commission, an agency decentralized from the office of the President of the Republic, created by Legislative Decree number 143-2010, with a legal capacity and assets of its own, which, for the purposes of this Agreement, will be hereinafter referred to as **THE CONTRACTING PARTY**, and **IRENE DE SOUSA**, of age, holder of passport number [REDACTED] acting in her capacity as Regional Financial Director for Latin America, and **CLAUDIA GIOIA WENCELBLAT**, of age, holder of passport number [REDACTED], acting in her capacity as Executive Vice President, both with a special power of attorney to execute this agreement in the name and on behalf of **BURSON-MARSTELLER LLC**, a company duly incorporated in the State of Delaware, United States of America, to be hereinafter referred to as **THE CONSULTANCY FIRM**; have agreed to execute, as we are executing, this Consultancy Agreement, subject to the following terms and conditions:

**ONE. SUBJECT MATTER:** Under this Agreement, the Consultancy Firm will identify and amplify the achievements of the public and private sector to leverage the position of the Honduras country brand.

**TWO. SCOPE OF THE SERVICES:** For the purposes hereof, **THE CONSULTANCY FIRM** commits to perform the following activities:

- Review the President's work schedule from time to time.
- Review the work schedule of the National Investment Council (CNI) from time to time, as well as its participants.
- Design a positioning strategy for the National Investment Council to be implemented by the Council's communication team.
- Assign a Burson-Marsteller consultant to support the Country Brand team at the Presidential Palace.
- Present recommendations consistent with the opportunities identified.
- Make recommendations regarding communication materials in general.
- Make recommendations regarding introductions to key mass media, social media leaders, businessmen, authorities, etc.
- Review the assets and current and planned initiatives for on line activities related to the Honduras country brand.
- Meet in Honduras with the team and other active resources to understand the

operation as of today and the potential thereof.

- Develop news points of view to promote attractions in Honduras.
- Give advice to the mass media office to respond to information requests with quality and efficiency.
- Give advice to follow up publication schedules and coordinate meetings with top journalists to maximize the publication of articles.
- Give advice in case of crises, including key messages, rapid responses, etc.
- Review local monitoring
- Ongoing monitoring of international mass media

**THREE. TERM:** This agreement shall be effective from November 15, 2014 to December 31, 2014.

**FOUR. AMOUNT PAYABLE:** THE CONSULTANCY FIRM will receive, as consideration for the consultancy work and the deliverables mentioned herein, a total amount of **ONE HUNDRED AND FOUR THOUSAND DOLLARS (USD 104,000.00)**, the legal tender of the United States of America, to be paid as follows:

A single payment will be made no later than five (5) business days after the final report and the recommended actions are delivered and after COALIANZA's due approval.

In case of additional work, which will only be requested by COALIANZA through an official written notice, THE CONSULTANCY FIRM will send COALIANZA a bill for 50% of the fees at the beginning of the additional work and the remaining 50% will be billed at the earlier of 30 days after the beginning or before the end of such work. For all ongoing services, THE CONSULTANCY FIRM shall submit a monthly bill at the beginning of each month.

The bills including third party costs will list the type of expense and include the copies of the suppliers' bills, which shall be previously approved by COALIANZA.

COALIANZA shall make the payment within 30 days after the bill date, except if third parties request an advance payment, which payment shall be previously approved by COALIANZA.

In case of an advance payment to third parties, THE CONSULTANCY FIRM will bill such amount in advance to COALIANZA and the bill shall be immediately paid.

All payments shall be made through a wire transfer to:

Bank: WELLS FARGO  
Account Name: BURSON MARSTELLER  
Routing Number: [REDACTED]  
Account Number: [REDACTED]  
SWIFT Code: [REDACTED]

Each payment shall be subject to a withholding (12.5% in case of a domestic transfer and 25% in case of a foreign transfer) as professional fees, unless **THE CONSULTANCY FIRM** gives evidence that it is subject to the Advance Payment Scheme.

**THE CONSULTANCY FIRM** commits to correct, modify or amend any deliverable if, after the relevant review, it fails to conform to the terms of reference, technical proposal and other instruments that are part of this Agreement.

Additionally, it is hereby understood that the employees of **THE CONSULTANCY FIRM** providing the services under this Agreement will have no working relationship with **THE CONTRACTING PARTY**. **THE CONSULTANCY FIRM** shall be solely and exclusively liable for paying the wages, benefits and severance pays derived from the employment of those employees, including workers' compensation or similar risks.

Professional fees are not assumed to include reasonable third party expenses, like travel, accommodation, per diem, mail services, digital vendors, advertising or design agencies and others, which shall be previously approved and authorized by **COALIANZA**, before **THE CONSULTANCY FIRM** may incur in such reasonable expenses. Any reasonable expense from third parties (production, development of materials, etc.) incurred by **THE CONSULTANCY FIRM** on behalf and to the order of **COALIANZA**, as a result of the need to develop the project for which it has been hired, shall be borne by **COALIANZA**. **COALIANZA** may choose to pay these expenses directly.

No advertising expenses are included in this Agreement, which might be quoted under a separate budget. If **COALIANZA** decides to assign the specific activity of buying advertising space in the mass media (TV, radio, magazines, newspaper and the Internet) to **THE CONSULTANCY FIRM**, a separate fee will be negotiated for such activity.

**FIVE. RELIABILITY AND ETHICS:** The employees of **THE CONSULTANCY FIRM** shall perform the works assigned following the highest standards of efficiency, ethics, professional integrity, and, particularly, reliability, due to the nature of the work at issue, which involves rights reserved by **THE CONTRACTING PARTY**, as well as confidentiality commitments and copyrights acquired by **THE CONTRACTING PARTY** from third parties.

Based on the foregoing, **THE CONSULTING COMPANY** shall also take all measures necessary so that its managers, employees or subcontractors shall not disclose, either directly or indirectly, to any person, neither during the life of this Agreement nor after the termination hereof, any information obtained during the performance of the Agreement that is not publicly known, except with **THE CONTRACTING PARTY**'s written consent.

**SIX. SETTLEMENT OF DISPUTES:** Any dispute or conflict between the parties, directly

or indirectly related to this Agreement, in terms of its nature, interpretation, performance, execution or termination, shall be settled through an institutional or legal arbitration, in conformity with the Regulation of the Conciliation and Arbitration Center of the Chamber of Commerce and Industry of Tegucigalpa.

**SEVEN. EXTENSION OF THE TERM:** This Agreement may be extended due to the following reasons:

a) Duly proven force majeure or act of God, being they understood as any event that results from an unforeseeable reason, beyond human control, not attributable to **THE CONSULTANCY FIRM's** fault or negligence.

b) The time and cost necessary, if so justified, to do the extraordinary or additional works not covered hereunder, but ordered by **THE CONTRACTING PARTY**. In this case, any additional time and cost shall be agreed by the parties, and a certificate of extension shall be executed and authenticated, together with the subsequent amendment of the agreement.

Any extension to carry out the works hereunder, resulting from force majeure or act of God, shall not be subject to any additional compensation.

**EIGHT. PENALTIES:** A penalty of 0.17% of the total amount of the Agreement will be charged per calendar day of delay in the performance of the Consultancy work, until such Consultancy work is completed. Such penalty shall be deducted from the corresponding payments.

If the delay is not attributable to **THE CONSULTANCY FIRM**, **THE CONSULTANCY FIRM** shall justify such delay, which shall be then verified by **THE CONTRACTING PARTY**.

**NINE. REPORTS AND WORK PROGRAM:** **THE CONSULTANCY FIRM** will produce the following deliverables:

a. **Work Program** - The work program shall be presented two (2) business days after the signature of this agreement.

b. **Final Report and Recommended Actions.** **THE CONSULTANCY FIRM** shall submit to **THE CONTRACTING PARTY** the original and one (1) copy of the **Final Report and Recommended Actions** thirty (30) calendar days after starting the works, as established in SECTION THREE hereof. If the delivery date is a non-business day for **COALIANZA**, **THE CONSULTANCY FIRM** will deliver the final report on the business day immediately following the Agreement's deadline.

**TEN. TERMINATION:** This Agreement may be terminated by any of the parties at any time, giving a five (05)-day notice to the other of the reasons for the termination, by mutual agreement of the parties, by default by any of the parties of the obligations

assumed hereby, or due to force majeure or act of God, as defined in section SEVEN hereof.

Additionally, this Agreement may be considered terminated when the penalties imposed during the rendering of the consultancy services reach ten percent (10%) of the total amount of the Agreement. The termination shall become effective immediately and no compensation shall be paid.

**ELEVEN. APPLICABLE LAW:** The provisions of the laws current in the Republic of Honduras shall apply to anything not provided for in this agreement.

**TWELVE. DOCUMENTS:** The following documents are part of this Agreement and, together with it, they constitute a single legal body, being the parties bound by the tenor of their relevant contents:

- a. This Agreement and any amendment thereto;
- b. Terms of Reference
- c. The Start Order, if issued as a separate document or within the clauses of the agreement;
- d. The Financial Bid submitted by **THE CONSULTANCY FIRM** during the pricing process and approved by **THE CONTRACTING PARTY**;
- e. Work Program; and,
- f. Any clarification, either sent by email or written notice sent through a reception desk during the bidding process.

**THIRTEEN. INTELLECTUAL PROPERTY AND COPYRIGHT:**

a) **THE CONSULTANCY FIRM** assigns to **THE CONTRACTING PARTY** the intellectual property, physical property and copyright over the deliverable, results or the products or the consultancy performed and delivered pursuant to the terms of this Agreement.

b) Once the terms of the Agreement expire, **THE CONSULTANCY FIRM** shall not have any right or claim over such products, results or the deliverable obtained by **THE CONTRACTING PARTY** by virtue of the terms of the agreement, regardless the means by which they have been delivered, whether reports, plans, data or information, either in printed or electronic format.

c) **THE CONSULTANCY FIRM** shall not have any right or claim over any act or effect derived from the use by **THE CONTRACTING PARTY** of the deliverable, the results or the products provided resulting from the consultancy work.

d) **THE CONSULTANCY FIRM** commits to keep unchanged all original copies and files of the deliverable, the results or the products for at least ten (10) years, so that if **THE CONTRACTING PARTY** needs an additional copy of the deliverable, **THE CONSULTANCY FIRM** hereby commits to deliver the same to **THE CONTRACTING PARTY**, and **THE CONSULTANCY FIRM** shall only be paid the costs associated with the preparation of the requested copies.

e) All original copies and files kept under custody by **THE CONSULTANCY FIRM** shall be subject to the provisions of this section.

f) Any material whose intellectual property rights belong to a third party (such as

negatives, unused visual designs, (color) separation files, printing plates, press material, etc.), shall be excluded from this clause. In such a case, these rights shall belong to the third party at issue.

**FOURTEEN. FORCE MAJEURE: THE CONSULTANCY FIRM** shall not be liable for any loss, damages, injuries or delays for reasons beyond its reach (notwithstanding the generality of the expression) such as any government action, strike, lock out, fire, lightning, aircraft explosion, flood, riot, civil commotion, acts of war, terrorism, misdeed or theft, except if the services provided are significantly interrupted due to the above-mentioned reasons. The rate to be paid for the interruption shall be reduced to the amount deemed reasonable by **THE CONSULTANCY FIRM**, at its own discretion.

**FIFTEEN. PENALTY FOR HIRING EMPLOYEES: THE CONSULTANCY FIRM** commits not to attract or hire **COALIANZA**'s employees directly or indirectly involved in issues related to the hiring of **THE CONSULTANCY FIRM** pursuant to this Agreement or the Letter of Commitment, and **COALIANZA** commits not to attract or hire **THE CONSULTANCY FIRM**'s employees directly or indirectly involved in issues related to the hiring of **COALIANZA**, pursuant to this Agreement or Letter of Commitment, which shall become effective upon the signature of this Agreement and shall expire one year after the termination hereof. If **THE CONSULTANCY FIRM** or **COALIANZA** violates this section without the prior written consent of the other party, such party shall be liable to the other for a payment equivalent to 50% of the annual compensation of the employee attracted by a better compensatory package.

**SIXTEEN. LIMITATION OF LIABILITY:** None of the parties shall be liable for direct or indirect or consequential damages arising from force majeure.

**SEVENTEEN. INTEGRITY:** In compliance with Section 7 of the Transparency and Access to Public Information Act (LTAIP) and in the belief that by avoiding corruption practices we might strengthen a transparent, equitable and accountable culture in the State's procurement process, to then strengthen the basis of the Rule of Law, the Parties freely and voluntarily commit as follows:

1. To maintain the highest level of ethics, moral behavior and respect for the Laws of the Republic, as well as the following values: INTEGRITY, CONTRACTUAL LOYALTY, EQUITY, TOLERANCE, OBJETIVITY AND DISCRETION WITH THE CONFIDENTIAL INFORMATION WE MANAGE, REFRAINING FROM MAKING PUBLIC STATEMENTS RELATED THERETO.
2. To assume a strict performance and application of the core principles that rule the public procurement processes established by the State Procurement Act, such as transparency, equality and free competition.
3. During the performance of the Agreement, no person duly authorized to act in our name and on our behalf, and no employee or worker, partner or associate, whether authorized or not, shall be involved in:

- a. Corruptive Practices: being the same understood as practices where valuable things are directly or indirectly offered to be given, received or requested to influence the actions of the other party;
  - b. Collusive Practices: being the same understood as the practices that denote, suggest or prove there is a malicious agreement among two or more parties or among one party and one or more third parties, with the intention to reach an inappropriate goal, including that of inadequately influence the actions of the other party.
4. To review and check all the information that has to be presented through third parties to the other party for the purposes of the Agreement, and we hereby state that any information exchanged during the procurement process subject-matter hereof has been duly reviewed and checked, so that both parties assume and will assume liability for providing inconsistent or inaccurate information or information that does not correspond to reality for the purposes of this Agreement.
  5. To maintain due confidentiality on any information to which the parties might have access hereunder and not to provide or disclose the same to third parties and, at the same time, refrain from using the same for other purposes.
  6. To accept any resulting consequences if the breach of any of the commitments hereunder is declared by a competent court, notwithstanding any civil or criminal liability that may result therefrom.
  7. To report, during the relevant period, to the corresponding authorities, any irregular act or event by our employees or workers, partners or associates, when there is a reasonable indication thereof and when such irregular act or event may result in a civil and/or criminal liability. The foregoing applies to the subcontractors hired by the Contractor or the Consultant, as well as to the partners, associates, executives and workers thereof.

Any failure to comply with the statements above shall result in the following:

- a. To the Contractor or Consultant:
  - i. Disqualification to contract with the State, notwithstanding the liability that may correspond,
  - ii. The worker, executive, representative, partner, associate or agent who has failed to comply with this Section will be imposed the penalties or disciplinary measures derived from the labor regulations and, if applicable, the corresponding legal actions shall be filed.
- b. To the Contracting Party:
  - i. Definitive elimination of the (liable Contractor and subcontractors or the Contractor and subcontractors that having the possibility of reporting the irregularity have not done so) from its Registry of Suppliers and Contractors, so as not to be subject to illegibility in future hiring processes (sic).

- ii. The defaulting employee or officer shall be subject to the penalties established in the Code of Ethical Behavior of Civil Servants, notwithstanding any claim for administrative, civil and/or criminal liability that may correspond.

In witness whereof, the parties represent they accept the commitments adopted hereby, being understood that this Statement is an integral part of the Agreement.

**EIGHTEEN. THE CONSULTANCY FIRM** represents as follows: The representations of **THE CONTRACTING PARTY** are true, because it has so been agreed and, therefore, **THE CONSULTANCY FIRM** accepts all and each of the contents hereof, assuming its obligations arising herefrom.

In witness whereof, we sign this **CONSULTANCY AGREEMENT** in the City of Tegucigalpa, Municipality of the Central District, on this 14th (fourteenth) day of November, 2014.

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MIGUEL ÁNGEL GÁMEZ

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IRENE DE SOUSA

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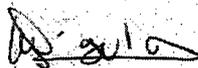
CLAUDIA GIOIA WENCELBLAT

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