

U.S. Department of Justice
 Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by 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 this 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 .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, 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 and Address of Registrant APCO Worldwide Inc. 1299 Pennsylvania Ave. NW, Suite 300 Washington, D.C. 20004	2. Registration No. 6291
3. Name of Foreign Principal Central Bank of Nigeria (through Davebrook Digital PR Services Limited)	4. Principal Address of Foreign Principal Plot 33, Abubakar Tafawa Balewa Way, Central Business District, Cadastral Zone, Abuja, Federal Capital Territory, Nigeria

5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

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 type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Central Bank of Nigeria

b) Name and title of official with whom registrant deals
 Dr. Kingsley Obiora, Special Adviser to the Governor (Economic Matters) Central Bank of Nigeria

7. If the foreign principal is a foreign political party, state:

a) Principal address
 N/A

b) Name and title of official with whom registrant deals N/A

c) Principal aim N/A

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

N/A

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

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
June 09, 2016	Terry Judd, Senior Director	/s/ Terry W. Judd eSigned

U.S. Department of Justice

Washington, DC 20530

**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. Compliance is accomplished by filing an electronic Exhibit B form 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 .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, 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 APCO Worldwide Inc.	2. Registration No. 6291
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3. Name of Foreign Principal

Central Bank of Nigeria (through Davebrook Digital PR Services Limited)

Check Appropriate Box:

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.

Registrant has contracted with Davebrook Digital PR Services Limited to provide services for the foreign principal within the United States to promote positive relations between the United States and the Federal Republic of Nigeria. A copy of the Registrant's agreement with Davebrook Digital PR Services Limited is attached. The Registrant commenced services within the United States for the foreign principal starting on June 1, 2016.

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 media relations, stakeholder engagement, and strategic communications services within the United States to promote positive relations between the United States and the Federal Republic of Nigeria.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant's activities will include communications on behalf of Davebrook Digital PR Services for the foreign principal within the United States to media and other organizations to promote positive relations between the United States and the Federal Republic of Nigeria.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 09, 2016	Terry Judd, Senior Director	/s/ Terry W. Judd eSigned

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.

**MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
APCO WORLDWIDE LIMITED
AND
DAVEBROOK DIGITAL PR SERVICES LIMITED**

THIS MASTER ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of April 18, 2016 ("Effective Date"), by and between APCO Worldwide Limited, with offices located at 90 Long Acre, London, WC2E 9RA, United Kingdom ("APCO") and Davebrook Digital PR Services Limited, with offices located at No 1, Asabi Cole, Lateef Jakande Road, Ikeja, Lagos, Nigeria ("Client"), sets forth the parties' understanding pursuant to which APCO shall be engaged by Client.

I. SCOPE OF WORK

The scope of work of APCO's services hereunder (the "Services") shall be set out in Annexures to this Agreement. Each Annex, upon execution by both parties, shall by this reference, be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by APCO and the payment terms for such Services, as well as any other details specified by the parties. Affiliates of either party may enter into further Annexures pursuant to this Agreement. Should the Services as described in any Annex change in any material way, an adjustment to APCO's fees and promised delivery dates for such Services may be required. APCO undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

II. STAFFING

APCO shall assign such staff members as it considers both professionally competent and appropriate to perform the Services. Should any of the employees be unable to perform the Services, APCO may substitute another similarly qualified staff member. APCO may, from time to time and in its discretion, augment the staff as needed to perform the Services.

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

III. FEES AND DISBURSEMENTS

APCO shall provide the Services for the amounts set forth in the applicable Annex.

If any taxes are required to be deducted or withheld from any payments made by Client to APCO hereunder, then Client shall withhold or deduct the required amount and promptly pay such taxes to the applicable tax authority.

All invoices submitted by APCO to Client shall be due and payable upon receipt. APCO reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days. Client


25/04/2016

shall send all invoicing instructions to APCO including, without limitation, providing an e-mail address or other electronic submissions instructions for APCO to send its invoices upon execution of this Agreement.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall continue until July 17, 2016; provided, however, that either party shall have the right to terminate this Agreement upon the giving of sixty (60) days' prior written notice to the other party. In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all charges earned and/or incurred by APCO in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify APCO as provided in Section V.A. below.

V. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

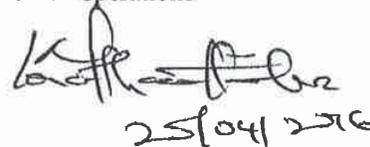
Upon consultation with APCO, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, APCO shall immediately take proper steps to carry out such instructions. However, in such an event Client shall: (i) assume APCO's liability for commitments made to Consultants in respect of such work, such liability being correspondingly pro-rated to coincide with the discontinuance, cancellation or modification of this agreement; (ii) pay APCO, in accordance with the terms and provisions of this Agreement and the applicable Annex, any and all charges earned and incurred by APCO in connection with such work up to the time of its discontinuance, cancellation or modification; and (iii) indemnify APCO for all claims and/or actions by third parties for damages in consequence of APCO's carrying out Client's instructions up to the time of its discontinuance, cancellation or modification, except for claims or actions that result from APCO's negligence or wilful misconduct.

B. General Indemnification

Client shall indemnify APCO and its present and former officers, directors, employees and agents (collectively, "Indemnitees") against any loss or expense (including, without limitation, attorneys' fees) which any Indemnitee may incur as the result of any claim, suit or proceeding made or brought against such Indemnitee or in which such Indemnitee is asked to participate, based upon any materials APCO prepares, publishes or disseminates for Client and based upon information provided or approved by Client prior to its preparation, publication or dissemination, as well as any claim or suit arising out of the nature or use of Client's products or services or any Indemnitee's relationship with Client, except for losses or expenses that result from any Indemnitee's negligence or wilful misconduct.

C. Confidentiality

APCO shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its



Handwritten signature and date: 25/04/2016

associated companies which are disclosed to APCO by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by APCO from Client, or any of its affiliated companies, or created in the course of this Agreement.

APCO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; Provided that following consultation with Client, APCO may advertise or publicly announce that it is undertaking work for Client pursuant to this Agreement, subject to obtaining the Client's prior approval.

The above obligations of confidentiality shall not apply to the extent that APCO can show that the relevant information:

- (i) was at the time of receipt already in APCO's possession;
- (ii) is, or becomes in the future, public knowledge through no fault or omission of APCO; or
- (iii) is required to be disclosed by law.

D. Non-Solicitation

Until the first anniversary of the termination of this Agreement, Client shall not, without APCO's prior written consent, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by or an independent director of APCO.

E. Limitation of Liability

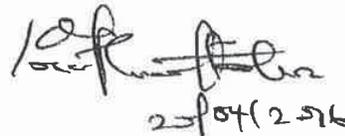
Neither party will be liable for consequential, indirect or punitive damages (including lost profits or savings) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. For the avoidance of doubt, the limitation of liability in this paragraph does not apply to the indemnity obligations in this Agreement.

F. Force Majeure

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

G. Performance of Third-Party Consultants, Subcontractors and Suppliers

APCO shall endeavour in good faith to guard against any loss to Client through the failure of Consultants to execute properly their commitments under this Agreement. APCO shall



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obtain from such consultants professional indemnities or insurance cover as they are obliged to have in place to undertake the commitments arising from this agreement. However, APCO shall not be held directly liable or responsible for any such failure on the part of such Consultants.

H. Exclusion of Liability caused by Political or Regulatory Decisions

APCO shall not be held responsible for and shall not be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

I. Codes of Conduct

Throughout the performance of this Agreement, APCO and its employees shall remain bound by the terms of the APCO Worldwide Code of Conduct, and the Code of the Association of Professional Political Consultants (copies of which are attached as Exhibit 1).

J. GOVERNING LAW

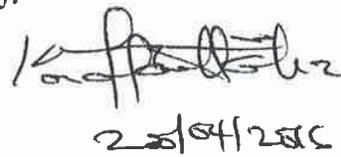
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES.

J. Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and APCO arising out of or relating to this Agreement or matters related to this Agreement, the parties shall first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice by letter to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice shall respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority shall meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the parties may bring suit in any court of competent jurisdiction in London, United Kingdom or in any other jurisdiction where Client or any of its property may be found. Client hereby irrevocably waives any present or future objection to any such venue, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any such court. Client further agrees that final judgment against it in any such action shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of its obligation.

K. Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.



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L. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

M. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

N. Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

O. Survival

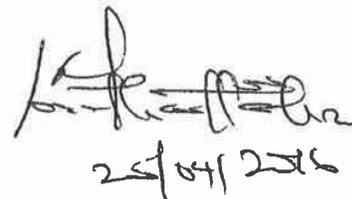
Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

P. Entire Agreement

This Agreement, Exhibit 1, and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

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

AGREED TO AND ACCEPTED:



Handwritten signature and date: 25/04/2016

APCO WORLDWIDE LIMITED

Signed: 
By: J.R. ACHESON-GRAY
Title: M.D.

DAVEBROOK DIGITAL PR SERVICES LIMITED

Signed: 
By: Aleksida D. Kdelekam
Title: Managing Director
20/04/2016

EXHIBIT 1

APCO Code of Conduct

APCO Worldwide is a company comprised of competent professionals dedicated to providing the highest level of quality service to our clients and to meeting the highest standards of business conduct in our relationships with clients, suppliers, third parties and each other. APCO's Code of Conduct helps each of us in this endeavour by providing a statement of the fundamental principles that govern the conduct of our business.

It is expected that APCO employees will:

Act in good faith, with respect and in an honest manner towards clients, suppliers, third parties and each other.

Not engage in any practice or conduct in any manner detrimental to the reputation of APCO.

Never act in a manner that could adversely affect the confidence of APCO's clients or suppliers in the integrity of APCO or its procedures.

Dedicate their best efforts to APCO business and avoid any conflicts with the interests of APCO (including its mission and values) and its clients.

Deal honestly and forthrightly with clients, freely acknowledging mistakes when they occur and never misrepresenting the facts of any matter to a client.

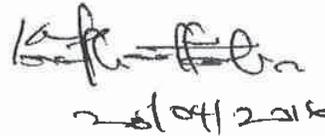
Regard all matters relating to work performed or to be performed for clients or in respect to the Company's administration and management as strictly confidential and take such steps as may be necessary to safeguard such confidential information, all as more particularly set forth in the Company's Confidentiality policy.

Be completely honest and accurate when recording time charges to clients, business development or office administration.

Be completely honest and accurate when requesting disbursements and out-of-pocket expenses from clients and reimbursement for business development or Company expenditures.

Be completely honest in engaging third-party consultants, agents and vendors for clients and not solicit or accept any kickbacks or under the table payments in connection therewith.

Designate any personal expenses as such and pay for these expenses in a timely manner.



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Not disseminate false or misleading information knowingly or recklessly and exercise proper care to avoid doing so inadvertently.

Not give or take a bribe to or from anyone in connection with APCO's business.

Conduct due diligence when engaging third party consultants, agents and vendors to confirm that they do not and will not give or take bribes in connection with the conduct of their business

Except as expressly permitted under the law of the local jurisdiction and the policies of the Company, neither directly nor indirectly offer any financial inducement to any public service officials, members of a legislative body, or members of the staff of either.

Except as determined by APCO to be a reasonable business practice, neither directly nor indirectly offer or give anything of value to clients or other parties in connection with APCO business.

Ensure third party relationships with spokespeople, partners and allies are open and transparent and are appropriately disclosed.

- Ensure disclosure of payment when a spokesperson or expert is paid for participation and clearly identify the sponsors of public relations tools such as video news releases.

- Not retain journalists to represent client interests in their media, and not pay journalists to attend or cover events except for actual *de minimus* travel expenses.

Uphold the public trust at all times, particularly when working with federal, state and local governmental entities, by strictly adhering to government rules and regulations regarding procurement and execution of government business, supporting training efforts and physical infrastructure necessary to deliver on that commitment, and encouraging government agencies to publicly disclose all contractual relationships with APCO.

Not intentionally misrepresent their status or the nature of inquiries to public bodies, nor create any false impression in relations with such public bodies, nor obtain information from public bodies by dishonest means.

Employ former public service personnel only in accordance with the rules and confidentiality requirements of the governments or institutions concerned.

Perform in accordance with the highest standards of professionalism and resolve internal problems and disputes in a professional and timely manner with appropriate management personnel.


25/04/2016

Work in a collaborative manner that respects the views/talents of APCO colleagues.

Disregard for the above-described code of conduct will be grounds for disciplinary actions, up to and including termination.

APPC Code of Conduct

PREAMBLE

This Code of Conduct covers the activities of regulated political consultants (defined as APPC members and their political consultants) in relation to all UK institutions of Government. This Code applies equally to all clients, whether or not fee-paying.

It is a condition of membership of APPC that the member and its political consultants will accept and agree to abide by this Code and that members will be jointly and severally liable for the actions of their political consultants in relation to the Code. Regulated political consultants are required to endorse the Code and to adopt and observe the principles and duties set out in it in relation to their business dealings with clients and with institutions of government.

Other conditions of membership of APPC include:

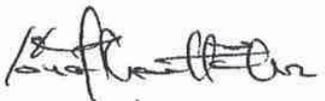
- Undertaking an annual compliance procedure in respect of the Code
- Being bound by the terms of the APPC Complaints & Disciplinary Rules and Procedures
- Providing four times a year to APPC the names of all clients and political consultants during the previous three months for publication in the APPC Register

The Code of Conduct applies the principles that political consultants should be open and transparent in their dealings with parliamentarians or representatives of institutions of government; and that there should be no financial relationship between them. APPC members are determined to act at all times with the highest standards of integrity and in a professional and ethical manner reflecting the principles applied by this Code. In the view of APPC, it is inappropriate for a person to be both a legislator and a political consultant.

DEFINITIONS

"Political consultant" means a person offering consultancy services to a client on behalf of a member, whether that person is employed, full or part-time, or freelance or an intern.

"Institutions of Government" mean all United Kingdom, English, Welsh, Scottish and Northern Ireland central, regional and local government bodies and agencies, public bodies and political parties.


20/04/2016

"Consultancy services" means offering any advice, representation, research, monitoring or administrative assistance predominantly related to UK institutions of government or undertaking work of an advisory nature related to institutions of UK government.

THE CODE OF CONDUCT

1. In pursuance of the principles in this Code, political consultants are required to adhere to this Code in its entirety in order to ensure that the reputation of the Association or the profession of political consultancy is not brought into disrepute.
2. Political consultants must act with honesty towards clients and the institutions of government.
3. Political consultants must use reasonable endeavours to satisfy themselves of the truth and accuracy of all statements made or information provided to clients or by or on behalf of clients to institutions of government.
4. In making representations to the institutions of government, political consultants must be open in disclosing the identity of their clients and must not misrepresent their interests.
5. Political consultants must advise clients where their activities to deliberately and intentionally interact with the institutions of government may be illegal, unethical or contrary to professional practice, and to refuse to act for a client in pursuance of any such activity.
6. Political consultants must not make misleading, exaggerated or extravagant claims to clients about, or otherwise misrepresent, the nature or extent of their access to institutions of government or to political parties or to persons in those institutions.
7. Save for entertainment and token business mementoes, political consultants must not offer or give, or cause a client to offer or give, any financial or other incentive to any person in public life, whether elected, appointed or co-opted, that could be construed in any way as a bribe or solicitation of favour. Political consultants must not accept any financial or other incentive, from whatever source, that could be construed in any way as a bribe or solicitation of favour.
8. Political consultants must not:
 - Employ any MP, MEP, sitting Peer or any member of the Scottish Parliament or the National Assembly of Wales or the Northern Ireland Assembly or the Greater London Assembly;
 - Make any award or payment in money or in kind (including equity in a member firm) to any MP, MEP, sitting Peer or to any member of the Scottish


27/04/2016

Parliament or the National Assembly of Wales or the Northern Ireland Assembly or the Greater London Assembly, or to connected persons or persons acting on their account directly or through third parties.

9. Political consultants must ensure that they do not benefit unreasonably by actions of any third party that, if undertaken by the consultant, would be considered a breach of the Code.
10. Political consultants must comply with any statute, any resolution of an institution of government and with the adopted recommendations of the Committee on Standards in Public Life in relation to payments to a political party in any part of the United Kingdom.
11. Political consultants who are also local authority councillors are prohibited from working on a client assignment of which the objective is to influence a decision of the local authority on which they serve. This restriction also applies to political consultants who are members of Regional Assemblies, Regional Development Agencies or other public bodies.
12. Political consultants must keep strictly separate from their duties and activities as political consultants any personal activity or involvement on behalf of a political party, including as an office holder or candidate for office.
13. Political consultants must abide by the rules and conventions for the obtaining, distribution and release of documents published by institutions of government
14. Political consultants must not hold any pass conferring entitlement to access to the Palace of Westminster, to the premises of the Scottish Parliament or the National Assembly of Wales or the Northern Ireland Assembly or the Greater London Assembly or any department or agency of government. The only exceptions are:
 - Where the relevant institution is a client of the political consultant and requires the political consultant to hold a pass to enter their premises.
 - Where the political consultant holds a pass as a spouse or civil partner of a member or as a former member of the relevant institution, in which case the pass must never be used whilst the consultant is acting in a professional capacity.
15. Political consultants must conduct themselves in accordance with the rules of any institution of government while within their precincts, and otherwise.
16. Political consultants must always abide by the internal rules on declaration and handling of interests laid down by any public body on which they serve.
17. Political consultants must not exploit public servants or abuse the facilities or institutions of central, regional or local government within the UK.

1/3/2016
20/04/2016

18. Members must disclose the names of all their clients and consultants in the APPC Register.

In all their activities and dealings, political consultants must be at all times aware of the importance of their observance of the principles and duties set out in this Code for the protection and maintenance of their own reputation, the good name and success of their business, and the standing of the profession as a whole.

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25/04/2016

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25/04/2016

**ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT
DATED AS OF APRIL 18, 2016**

This Annex No. 1 (this "Annex") to the Master Engagement Agreement (the "Agreement") by and between APCO Worldwide Inc. ("APCO") and Davebrook Digital PR Services Limited ("Client"), sets forth the parties' understanding pursuant to which APCO shall provide the below-specified services for the Central Bank of Nigeria.

I. SCOPE OF WORK

APCO shall provide the following services:

- Provide media relations, stakeholder engagement, and strategic communications services within the United States as mutually agreed in writing by the parties for the Central Bank of Nigeria.

II. FEES

APCO shall provide the services set forth in this Annex for a fixed fee of USD \$95,000, plus value added or other indirect tax, to be paid by Client upon execution of this agreement. This fixed fee shall include routine expenses incurred in APCO's performance of this Annex. Any non-routine expenses shall be agreed to in advance and shall be prepaid by Client.

III. TERM AND TERMINATION

This Annex shall be effective as of April 18, 2016 and shall terminate on July 17, 2016; provided however, that either party shall have the right to terminate this Annex in advance of such termination date, but only upon the giving of sixty (60) days' prior written notice to the other party. In the event that this Annex is so terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all charges earned and/or incurred by APCO in connection with the above services pursuant to this Annex and the Agreement up to the time of its termination and shall indemnify APCO as provided in Section V.A. of the Agreement.

10/04/2016
25/04/2016

Upon execution by the parties, this Annex to the Master Engagement Agreement is incorporated by reference in and subject to the terms and conditions set forth in the Agreement.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE INC.

DAVEBROOK DIGITAL PR SERVICES LIMITED

Signed: 
By: J. R. ACHESON-GRAY
Title: MANAGING DIRECTOR

Signed: 
By: A. DESIDERIO
Title: Managing Director
20/04/2016