

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

 Republic of Turkey

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 the Embassy of the Republic of Turkey to provide media relations, stakeholder engagement, and strategic communications services for the foreign principal within the United States to promote positive relations between the United States and the Republic of Turkey. A copy of the Registrant's new agreement with the Embassy of the Republic of Turkey is attached.

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 Republic of Turkey.

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 the foreign principal within the United States to media and other organizations to promote positive relations between the United States and the Republic of Turkey.

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
August 26, 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.

ENGAGEMENT AGREEMENT
BY AND BETWEEN
APCO WORLDWIDE INC.
AND
THE REPUBLIC OF TURKEY

THIS ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of August 16, 2016 ("Effective Date"), by and between APCO Worldwide Inc., a Delaware corporation with offices located at 1299 Pennsylvania Ave N.W., Suite 300, Washington, D.C. 20004 ("APCO") and Embassy of the Republic of Turkey in Washington, D.C., a foreign sovereign with offices located at 2525 Massachusetts Avenue N.W., Washington, D.C. 20008 ("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 present assignment is set out in Annex 1 (the "Services"). Annex 1 is by this reference incorporated in and made part of this Agreement. Should the Services as described in Annex 1 change in any material way, an adjustment to APCO's fees and promised delivery dates 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 Agreement.

II. STAFFING

APCO shall assign staff members to perform the Services. At least one of the staff shall be a senior member of the firm who shall be responsible for all other staff assigned to the Services. At no additional cost to Client, the staff members assigned to the Services shall include at least one individual who is proficient in the Turkish language, has experience in the field of public relations and who possesses an understanding of Turkey – U.S. relations. The personnel assigned shall be disclosed to the Client at the earliest possible date following the execution of this Agreement. Should any of the employees assigned to the Services 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"). Any such third-party consultant shall be disclosed to Client in advance and Client shall have the opportunity to reasonably withhold consent to the use of the consultant. Except as otherwise stated in this Agreement, whether such third-party consultants are to be compensated by APCO or Client shall be addressed on a case-by-case basis.

III. PERFORMANCE REVIEW

APCO shall not pursue a public relations and communications strategy or agenda without the prior express consent of Client. APCO shall meet with Client upon Client's request to review performance and conduct planning. At a minimum, such meetings take place bi-monthly. APCO shall also submit an activity report to the Government on a monthly basis.

IV. FEES AND DISBURSEMENTS

APCO shall provide the Services for a fixed fee of USD \$667,206.25, to be paid by Client in three installments. The first installment of USD \$172,936.25 shall be paid by Client within two weeks upon execution of this Agreement. The second installment of USD \$247,135.00 shall be paid by Client on October 1, 2016. The third installment of USD \$247,135.00 shall be paid by Client on November 1, 2016.

APCO shall be responsible for its reasonable out of pocket expenses. Should APCO incur extraordinary costs and expenses on the Government's behalf that are not otherwise contemplated in the fees described above, Client shall reimburse these costs without mark-up, provided that the Government has given explicit advance approval to incur these costs.

Client shall not withhold or deduct taxes from amounts owed APCO unless required to do so by law. If taxes are withheld or deducted, then Client shall pay additional amounts to APCO so that the net amount actually received by APCO after such withholding or deduction or tax is equal to the amount that APCO would have received had no such withholding or deduction been required or tax been imposed.

All invoices submitted by APCO to Client shall be due and payable within 30 days of receipt. Client 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.

V. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall terminate on December 31, 2016; provided, however, that either party shall have the right to terminate this Agreement upon the giving of thirty (30) 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 pro rata up to the time of its termination and shall indemnify APCO as provided in Section V.A. below. Conversely, should this Agreement terminate in advance of its scheduled completion, any fees paid to APCO by Client that exceed the pro-rata share of earned



fees apportioned on a daily basis up to the date of termination shall be refunded by APCO to Client.

VI. 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; (ii) pay APCO, in accordance with the terms and provisions of this Agreement, 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, 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 upon the express instruction of Client and based upon information provided or approved by Client prior to its preparation, publication or dissemination, 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 that 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, including third-party consultants, nor use it for any other purpose; provided, however, that APCO shall have the right to disclose Client's name and the general nature of APCO's work for Client in pitches and business proposals upon the prior written consent of Client.

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;
- (iii) was received from a third-party having the right to disclose it; or
- (iv) is required to be disclosed by law.

In the event APCO is required to disclose confidential Client information pursuant to a court order or other judicial or administrative process, APCO will provide Client with advance notice of such disclosure, sufficient to allow Client to raise any legal defenses that may prevent such disclosure.

Upon the termination of this Agreement and any renewals, Client may request from APCO the return of any documents or other information and data provided by Client.

Client acknowledges that APCO will file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and will make all filings and disclosures as may be necessary under FARA, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, and other applicable laws and regulations of the U.S., Delaware and the District of Columbia.

D. Conflicts of Interest

Client acknowledges APCO's large size and breadth of practice, which give rise to the potential that APCO may represent clients in unrelated matters whose interests are contrary to Client's. The parties recognize that even the appearance of a conflict could render unproductive the relationship contemplated in this Agreement. Therefore, APCO shall endeavor not only to avoid actual conflicts, but the appearances of conflicts as well. To this end APCO, shall immediately assess whether it represents any clients whose interests are contrary to Client. If so, then APCO shall inform Client and then the parties shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Client acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, APCO shall consult with Client's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

E. 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 who was assigned to the Services contemplated by this Agreement.

F. Limitation of Liability

Neither party will be liable for consequential, indirect or punitive damages (including lost profits or savings) for any cause of action related to this agreement, 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.

G. 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.

H. 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 third-party Consultants to execute properly their commitments under this Agreement. However, APCO shall not be held liable or responsible for any such failure on the part of such Consultants.

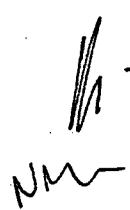
I. Exclusion of Liability caused by Political or Regulatory Decisions

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.

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 will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable retired judge or JAMS for mediation. The mediation shall take place in Washington, D.C.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the



relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The parties shall bear their own enforcement costs should this Agreement become the subject of negotiation, mediation or litigation.

K. Governing Law, Litigation Venue, Language

This Agreement shall be governed and construed in accordance with, the laws of the Republic of Turkey. Should The Turkish Republic Courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.

Though the English language version of this Agreement shall govern, APCO understands and agrees that all dispute resolution contemplated in this and the preceding section may, at Client's sole discretion, be conducted in the Turkish language.

L. Client a Foreign Sovereign

The parties acknowledge that Client is a foreign sovereign and that neither by executing this agreement nor by participating in negotiation and/or mediation to resolve a dispute related to this Agreement shall Client be deemed to have waived its sovereign immunity or any privilege or defense that may be available to it by virtue of that immunity.

M. 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.

N. 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.

O. 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. APCO acknowledges that judicial documents, including a summons to appear in court, can only be served upon Client pursuant to the Hague Convention of November 15, 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

P. 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.

Q. Survival

Sections IV, and V and VI 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).

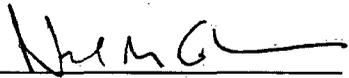
R. Entire Agreement

This Agreement 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. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. 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.

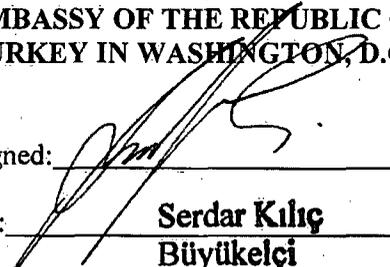
IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE INC.

Signed: 
By: Neal M. Cohen
Title: Vice Chairman / President

**EMBASSY OF THE REPUBLIC OF
TURKEY IN WASHINGTON, D.C.**

Signed: 
By: Serdar Kılıç
Title: Büyükelçi

ANNEX 1

APCO shall provide a mutually agreed amount of the following types of services: research and message development, media relations, crisis communications, third party outreach, social media strategy and development, and tourism news and promotion assistance within the United States all in furtherance of promoting positive relations between the Republic of Turkey and the United States.

Handwritten initials/signature