

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

Curley Company, Inc.

2. Registration No.

6363

3. Name of Foreign Principal

Government of the Republic of Honduras

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.

Contract, extending the agreement (per the Memorandum of Understanding) for Curley Company to provide services to the client through December 31, 2016. The contract is in process to be signed with the foreign principal; the registrant will provide services as this is being executed.

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

- Create a communications plan to share information about Honduras with U.S audiences
- Create an editorial calendar that identifies opportunities for Honduran leaders to communicate with American stakeholders
- Create materials needed to implement the communications plan, including press releases, speeches, fact sheets and backgrounders
- Compose daily media monitoring report and a monthly trend analysis

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.

Create and distribute communications designed to inform public officials, legislators and the American public of important developments in Honduras and how those developments can help further business and political relations between the two countries.

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
September 01, 2016	Jennifer Curley Reichert, President & CEO	/s/ Jennifer Curley Reichert 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.

PUBLIC RELATIONS AGENCY AGREEMENT

This Agreement made and entered into this 16th day of August, 2016 ("Effective Date"), by and between Curley Company Inc., a public relations firm based in Washington, DC, ("THE AGENCY") and Maria Dolores Agüero as authorized representation of the Ministry of Foreign Affairs of the Republic of Honduras ("Client").

I. APPOINTMENT

Client hereby engages THE AGENCY to provide the services set forth in Section II below and as otherwise agreed to in Statements of Work executed by the parties from time to time. Further to such appointment, Client authorizes THE AGENCY to act as its agent for the purpose of procuring services and materials necessary to perform the services requested by Client under the principle of sequential liability, where THE AGENCY will be held liable for payments to media vendors and other suppliers only to the extent THE AGENCY has been paid by Client (and such payments have fully cleared to THE AGENCY) for such purchases. For amounts owing but not paid and cleared to THE AGENCY, Client agrees that it will be held solely liable.

II. SERVICES

(a) THE AGENCY will offer the Honduran Government

- A communications plan to share information about Honduras with U.S audiences
- An editorial calendar that identifies opportunities for Honduran leaders to communicate with American stakeholders
- Create materials needed to implement the communications plan, including press releases, speeches, fact sheets and backgrounders
- Daily media monitoring report and a monthly trend analysis
- Periodic reporting of progress against stated deliverables
- The Agency shall provide the Client with a monthly report detailing the activities that it has carried out during that period to achieve the stated goals and purposes of the Agreement.

III. COMPENSATION

(a) THE AGENCY shall be compensated for services in accordance with Statements of Work to be entered into by the parties pursuant to this Agreement. Services may be billed on an hourly, fixed fee or other basis, as set forth in the Statement of Work. Unless otherwise specified in the applicable Statement of Work, all invoices for fees and expenses are payable in full twenty (20) days after the date invoice has been received by the Client via registered mail at the address set forth in Section X below, Client shall be required to place THE AGENCY "in funds" prior to the date THE AGENCY is required to pay the third party. Client agrees to review all invoices upon receipt and to notify THE AGENCY in writing within twenty (20) days of the invoices of any disputes or requested adjustments. If such written notice is not received, the invoice will be deemed to be fully payable. Late payments are subject to a late payment charge at the rate of one and one-half percent (1-1/2%) per month, or portion thereof, of the amount due (but not to exceed the maximum lawful rate) Client agrees to pay THE AGENCY's attorneys fees and other costs incurred by THE AGENCY in the collection of any amounts due hereunder. Acceptance by the THE AGENCY of less than full payment is not a waiver of any of its rights to collect the remainder due.

(b) Pursuant to each Statement of Work, THE AGENCY shall be reimbursed for the following expenses/costs:

(i) Outside supplier costs, production costs, talent and services purchased outside of THE AGENCY will be billed separately and will be subject to 25% VAT. The AGENCY must submit estimates for any outside supplier, production costs, talent and services purchased outside THE AGENCY to the Client for approval. Client, at its option, can chose to contract with and pay outside suppliers directly.

(ii) Out-of-Pocket Expenses including, but not limited to, postage, packing, express and other charges incurred in the shipping of copy, orders, prints and other materials; in-house duplication; travel-related costs and expenses of THE AGENCY personnel servicing Client's account; legal services incurred on Client's behalf, including Foreign Agents Registration Act related filing fees and costs, and Client's request to arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, shall be billed separately and will be subject to 25% VAT.

(c) Client's approval of any estimate shall constitute approval of all costs and expenses set forth in such estimate. If actual costs and expenses will exceed the most recent estimate approved by Client by five (5%) percent or more, THE AGENCY will send Client a revised estimate for approval. Overages of less than five (5%) percent will be due and payable as stated in this Agreement or the Statement of Work.

IV. TERM

- (a) The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until the 31st of December 2016. The Agreement may be renewed with the written consent of both Parties for subsequent periods of one (1) year, each commencing on the 1st of January and ending on the 31st of December.
- (b) Either party may terminate this Agreement without cause upon thirty (30) days prior written notice, or for cause upon a material breach by the other party which is not cured, or for which a cure is not commenced, within thirty (30) days from receipt of notice thereof by the breaching party.
- (c) During the termination notice period, the rights, duties and responsibilities of THE AGENCY and Client shall continue in full force and effect, including, without limitation, the payment of fees and the provision of services as requested by Client.
- (d) All non-cancelable reservations, contracts and other arrangements authorized by Client that are still in effect as of the effective date of termination of this Agreement shall be automatically assumed by Client or its representative and THE AGENCY shall be released from the duties, obligations and liabilities thereof. Any reservations, contracts or other arrangements that cannot be assumed by Client or cancelled shall be carried to completion by THE AGENCY and paid for by Client in accordance with the provisions of this Agreement. Client shall also pay THE AGENCY for all fees due and expenses incurred in connection with the services through the effective date of termination.

V. OWNERSHIP OF MATERIALS

All materials generated by THE AGENCY in the performance of this Agreement and accepted and paid for by Client shall be deemed "work made for hire" and shall be the exclusive property of Client. THE AGENCY retains ownership of its works of authorship created by it prior to or separate from the performance of services under this Agreement and all materials rejected or not paid for by Client. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties (such as spokespersons, photography and third party licensed data) shall remain the sole and exclusive property of such third parties, and Client agrees to use such third party materials consistent with the applicable license terms.

VI. INDEMNIFICATION

(a) THE AGENCY shall indemnify and hold Client, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("Client Indemnitees") harmless from and against any and all losses, damages, liabilities, claims, demands, suits, expenses and any other out-of-pocket costs (including reasonable attorneys' fees and expenses) (collectively "Damages") any Client Indemnitee may incur or be liable for as a result of any claim, suit or proceeding, subpoena, discovery demand or other

directive having the force of law or governmental inquiry ("Claim"), made, served or brought against any Client Indemnitee based upon or arising out of THE AGENCY's negligence or willful misconduct, including THE AGENCY's failure to obtain the necessary permissions, contracts and/or releases with or from all parties whose names, likenesses, testimonials, scripts, or other copyrighted property are used in material prepared by THE AGENCY for Client under this Agreement, when such material is used as authorized by THE AGENCY and without any modification or combinations with other material. It is expressly understood that the foregoing indemnification by THE AGENCY shall not apply, and Client shall indemnify, defend and hold THE AGENCY harmless, to the extent that a Claim arises from materials or information provided by Client.

(b) Client shall indemnify and hold harmless, THE AGENCY, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("THE AGENCY Indemnitees") from and against any and all Claims and Damages which any THE AGENCY Indemnitee may incur or be liable for arising out of (i) any materials, permissions, information or specific instructions supplied by Client, (ii) materials or programs that THE AGENCY creates or produces for Client hereunder and which Client approves before its publication, execution, broadcast or use, including allegations that claims, descriptions or representations regarding Client, its products, services and competitors are false, misleading, unsubstantiated or not in accord with relevant legal and regulatory requirements, directives and guidelines applicable to Client, its products and industry; (iii) risks or restrictions which THE AGENCY has brought to Client's attention where Client has elected to proceed or (iv) the nature and use of Client's products and services, including, without limitation, allegations that Client's products or services are defective, injurious, or harmful. Client's obligations under this section include payment by Client to THE AGENCY for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by THE AGENCY in connection with any subpoena, discovery or demand or other directive having the force of law or governmental inquiry served upon THE AGENCY or any of its affiliates that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

(c) Neither THE AGENCY nor Client shall be held liable to the other for indirect, incidental, consequential, special or punitive damages arising in any manner from the activities contemplated by this Agreement, whether under contract, tort, or other cause of action, even if such party has been advised of the possibility of such damages. Each party's liability hereunder shall in no event exceed the amounts payable to THE AGENCY hereunder.

(d) Except as expressly provided herein, neither party makes any warranty, express or implied, regarding the services or work product to be provided hereunder or that any work product provided hereunder will be error free or operate without interruption, and the warranties of title, merchantability and fitness for a particular purpose are expressly excluded.

VII. FORCE MAJEURE

(a) Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers or vendors of goods or services, or any other cause beyond the reasonable control of such party.

(b) It is acknowledged that THE AGENCY has no control over information once it has been released to the media or into the public domain. As such, THE AGENCY shall not be held responsible for any such third party actions or inactions and cannot guarantee the use of any materials by any medium (print or electronic), or ensure the accuracy of what any third party publishes.

VIII. NON-SOLICITATION OF EMPLOYEES

Each party agrees that during the period of time dating from the Effective Date through one year after the termination of this Agreement, the other party shall not, directly or indirectly, knowingly recruit, solicit, employ,

engage as a consultant, or otherwise retain, any of the other party's current or former employees or contractors who were involved in the performance of this Agreement, without the other party's prior written consent. The parties agree that the remedy at law for a breach of this Section shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it may have.

IX. CONFIDENTIALITY

Each party agrees to keep confidential and not to disclose or use for its own benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential or that should be reasonably understood to be confidential given the circumstances of disclosure. The confidentiality obligations in the preceding sentence, however, shall not extend to any information, documents, or materials that (a) become publicly available without breach of this provision, (b) are received from a third party without restriction, or (c) are independently developed without reference to information received hereunder from the other party, and provided further that such obligations shall expire upon the second anniversary of the effective date of termination of this contract. In addition, either party may make disclosures of confidential information required by valid order of any court or other authorized governmental entity, provided such party promptly notifies the other party and provides reasonable cooperation, at the other party's expense, with the other party's efforts, if any, to limit disclosure and to obtain confidential treatment or a protective order.

X. NOTICE

All notices hereunder shall be in writing and shall be served by registered mail or by overnight courier, duly addressed as follows:

If to THE AGENCY, to the address above Attention: Jennifer Curley, with a carbon copy to THE AGENCY Curley Company, Attention: Jennifer Curley.

If to Client, to the address:
Embassy of Honduras
3007 Tilden Street NW
Suite 4-M
Washington, DC 20008
Attention: Ambassador Jorge Milla Reyes

XI. ARBITRATION

All claims, disputes, and other matters in question arising out of or relating to this agreement or the breach thereof shall be decided by arbitration in New York in accordance with Law of Conciliation and Arbitration of Honduras then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to recover attorneys' fees and costs. The demand for arbitration shall be made within two (2) years after the claim, dispute or other matter in question has arisen. This Agreement and all issues related thereto shall be governed by and construed in accordance with the laws of the Republic of Honduras, without regard to choice of law or conflict of law principles.

XII. GENERAL

THE AGENCY may include Client's name on client lists used for public relations industry ranking or directory purposes or for awards, and shall be permitted to disclose or otherwise publicize its relationship with Client to trade publications. THE AGENCY will review all language with Client prior to publicizing. This Agreement constitutes the exclusive, complete and final agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements (including the Memorandum of Understanding between the parties), proposals, negotiations, arrangements and other communications and understandings between the parties, whether oral or written, with respect to such subject matter. The validity, interpretation, execution and compliance of this Agreement is governed by and construed in accordance with the laws of the District of Columbia, without reference to its conflict of laws provisions. This Agreement shall not be amended, modified, or waived in any way, in whole or in part, except in writing signed by both parties or their respective authorized representatives. A waiver of a party's breach of any provision of this Agreement shall not operate as or be deemed to be a waiver of that party's prior, concurrent or subsequent breach of that or any other provision of this Agreement. This Agreement, and the rights, duties, obligations and liabilities herein, shall be binding upon and inure to the benefit of the parties' successors and assigns.

ACCEPTED & AGREED:

AGENCY: Curley Company Inc.

CLIENT: _____

Name: JC

Name: _____

Title: President + CEO

Title: _____

Date: 8/31/16

Date: _____

STATEMENT OF WORK #1

This Statement of Work # 1 is made a part of the Agreement dated August 16, 2016 ("Agreement") and is valid for the period of four (4) months, ending on December 31, 2016. Any capitalized terms used herein shall have the meaning set forth in the Agreement. To the extent that the provisions of this Statement of Work conflict with those of the Agreement, the provisions of the Agreement shall control, except to the extent the Statement of Work expressly states the contrary.

1. SERVICES

THE AGENCY shall provide the following services:

- A communications plan to share information about Honduras with U.S audiences
- An editorial calendar that identifies opportunities for Honduran leaders to communicate with American stakeholders
- Create materials needed to implement the communications plan, including press releases, speeches, fact sheets and backgrounders
- Daily media monitoring report and a monthly trend analysis
- Periodic reporting of progress against stated deliverables
- The Agency shall provide the Client with a monthly report detailing the activities that it has carried out during that period to achieve the stated goals and purposes of the Agreement.

2. COMPENSATION

THE AGENCY shall be compensated at the rate of \$22,225 per month during the first month of the Term of the Agreement (August 16, 2016 – September 15, 2016), and \$27,750 per month for the remaining Term of the Agreement (September, 16, 2016 – December 31, 2016). This rate includes the applicable 10% income tax calculated on the total payable monthly, as established in Articles 4 and 5 of the Income Tax Law of Honduras and Article 67 of the 2016 General Budget of the State of Honduras (Decree 168/2015). This amount shall be retained by the Client upon payment to Curley Company and paid to the competent Honduran tax authority.

Should the services be cancelled prior to the finalization of the formal agreement, Client agrees to pay all invoices for time and expenses actually incurred or irrevocably committed by THE AGENCY on behalf of Client up to the time of cancellation, which must be made in writing.

Any additional work outside this SOW would require additional budget.

Expenses for out-of-town travel approved in advance, as well as local transportation, messenger services and research materials, would be billed separately. THE AGENCY would provide a monthly itemized invoice for all such expenses.

INVOICES. The AGENCY shall submit invoices for all services rendered. Client shall pay the amounts due within 10 days of each invoice after the initial payment to the AGENCY which is due July 15, 2016, for the first two months of work; provided that with regard to third party expenses, Client shall be required to place THE AGENCY "in funds" prior to the date THE AGENCY is required to pay the third party.

OOPs incurred will be billed separately and will be subject to 25% VAT.

3. CLIENT RESPONSIBILITIES

Client acknowledges that the successful and timely rendering of the services and the successful development of the Materials to be provided hereunder will require the good faith cooperation of Client. Accordingly, Client will fully cooperate with THE AGENCY, including, without limitation, by providing THE AGENCY with all information necessary or appropriate and relevant to the THE AGENCY's performance as reasonably required by THE AGENCY, and providing prompt review of materials submitted by THE AGENCY. THE AGENCY shall not be liable for any delays caused by Client's actions or inactions hereunder, including, without limitation, Client's requests for changes in the scope of services to be provided hereunder.

Each party represents and warrants that the person signing below on behalf of such party is duly authorized to do so.

ACCEPTED & AGREED:

By: _____

Date: _____

By: 

Jennifer Curley Reichert
President & CEO

Date: 8/30/16