

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> or an original form signed by or on the behalf of the registrant.

**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. 700 12th St. NW, Suite 800 Washington, DC 20005	2. Registration No.  6184
3. Name of Foreign Principal  Assembly of the Friends of Azerbaijan	4. Principal Address of Foreign Principal  Galleria Tower 1, 2700 Post Oak Blvd., Suite 1750 Houston, TX 77056

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

Foreign government

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 checked="" type="checkbox"/> Other ( <i>specify</i> ) <u>Non-profit organization</u>

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
 N/A

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

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

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.

The foreign principal is an educational, charitable, cultural and business organization with an objective of educating the American public about Azerbaijan.

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.)

State Oil Company of Azerbaijan Republic (SOCAR) finances at least in major part the activities relating to Registrant's services for the foreign principal in the U.S.

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.

The foreign principal is controlled by its Board of Directors.

**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
April 14, 2014	Terry W. 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> or an original form for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**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.  6184
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## 3. Name of Foreign Principal

Assembly of the Friends of Azerbaijan

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.

The Registrant will provide media relations services to the foreign principal within the U.S. for the purpose of promoting positive relations between the U.S. and Azerbaijan.

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 services to the foreign principal within the U.S. for the purpose of promoting positive relations between the U.S. and Azerbaijan.

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 will assist the foreign principal within the U.S. to promote positive relations between the U.S. and Azerbaijan.

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
April 14, 2014	Terry W. 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  
ASSEMBLY OF THE FRIENDS OF AZERBAIJAN**

THIS ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of April 7, 2014 ("Effective Date"), by and between APCO Worldwide Inc., with offices located at 700 12<sup>th</sup> Street, NW, Suite 800, Washington, DC 20005 ("APCO") and Assembly of the Friends of Azerbaijan, with offices located at Galleria Tower 1, 2700 Post Oak Blvd., Suite 1750, Houston, TX 77056 ("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 assist in the performance of the Services.

Should any of the staff members 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 members performing the Services 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 on a time and materials basis, charging a fee based on its usual and customary hourly rates for matters of this type, as such rates may change from time to time, but subject to a cap of USD \$46,375 unless APCO obtains Client's prior written approval to exceed such cap.

Prior to APCO's commencement of work, Client shall pay APCO an advance payment in the amount of USD \$46,375 upon execution of this Agreement.

In addition, Client shall reimburse APCO for actual, reasonable out-of-pocket expenses ("OOps") incurred in APCO's performance of this Agreement, including, without limitation, expenses for Consultants, delivery services, external duplications and printing, special periodicals or other materials, media, advertising placement, production of collateral, filing fees, pay-for-use databases, travel, parking and meals. All such OOPs paid by APCO to third parties shall be subject to a mark-up of 17.65%. APCO shall submit monthly invoices to Client for OOPs after such OOPs have been incurred.

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

#### **IV. TERM AND TERMINATION**

This Agreement shall be effective on the Effective Date and shall terminate on May 30, 2014 ("Termination Date"); provided, however, that either party shall have the right to terminate this Agreement in advance of the Termination Date, but only upon the giving of fifteen (15) 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 proper charges earned and/or incurred by APCO in connection with the Services pursuant to this Agreement 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 this Agreement, 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 proper 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 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 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, 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.

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.

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 are necessary under FARA.

**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. Client acknowledges that the specialized nature of APCO's

proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon APCO and that APCO shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder.

**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. However, APCO shall not be held liable or responsible for any such failure on the part of such Consultants.

**H. Exclusion of Liability caused by Political or Regulatory Decisions**

While Client may engage APCO to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while APCO may agree to provide such assistance, APCO cannot be held responsible for and cannot 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. Governing Law, Submission to Jurisdiction and Consent to Suit**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF NEW YORK) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL



ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE DISTRICT OF COLUMBIA, AND ANY OTHER JURISDICTION WHERE IT OR ANY OF ITS PROPERTY MAY BE FOUND, AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

**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 provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs

of collection, including, but not limited to, APCO's legal fees and costs should APCO prevail.

**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. Notwithstanding the foregoing, APCO, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with, APCO, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of APCO, or its permitted successive assignees or transferees.

**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 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**

Section III, Section IV and Section V shall continue notwithstanding the termination or expiration of this Agreement.

**P. 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.**

**ASSEMBLY OF THE FRIENDS OF AZERBAIJAN**

Signed: Mike Tuffin  
Mike Tuffin (Apr 2, 2014)

Signed: Kemal Aksuz

By: Mike Tuffin

By: [Signature]

Title: Managing Director

Title: President

ANNEX 1

APCO shall provide strategic media counsel and media relations support for the 2014 U.S.- Azerbaijan Convention in the interest of promoting positive relations between the United States and Azerbaijan.