

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 Burson-Marsteller, 1110 Vermont Avenue, NW, Washington, DC 20005		2. Registration No. 6227						
3. Name of Foreign Principal Embassy of the Republic of Turkey	4. Principal Address of Foreign Principal 2525 Massachusetts Avenue, NW, Washington, DC 20008							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<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>) _____
<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>) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Ministry of Foreign Affairs, Republic of Turkey								
b) Name and title of official with whom registrant deals Ambassador Serdar Kılıç								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

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.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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

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.

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
May 09, 2017		/s/ Sharon Balkam 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 Burson-Marsteller	2. Registration No. 6227
3. Name of Foreign Principal Embassy of the 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.

Burson-Marsteller will provide integrated public relations services to support the Embassy's communications objectives in the United States. Activities include media outreach, monitoring and analysis; event support; stakeholder engagement; social media counsel; and support for Turkish consulates in U.S.

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

Burson-Marsteller will provide integrated public relations services to support the Embassy's communications objectives in the United States. Activities include media outreach, monitoring and analysis; event support; stakeholder engagement; social media counsel; and support for Turkish consulates in U.S.

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.

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
May 09, 2017		/s/ Sharon Baikam 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.

AGREEMENT
BETWEEN
BURSON-MARSTELLER, LLC
AND
THE REPUBLIC OF TURKEY

THIS ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of May 1, 2017 ("Effective Date"), by and between Burson-Marsteller, LLC located at 1110 Vermont Avenue NW, Suite 1200, Washington, D.C. 20005-3554 ("Burson") 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 Burson shall be engaged by Client.

I. SCOPE OF WORK

The scope of work of Burson'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 Burson's fees and promised delivery dates may be required. Burson 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

Burson 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 based in the U.S. 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. At the commencement of the Agreement, Burson shall also assign staff members to work with the Turkish Consulates in the U.S. The personnel assigned shall be disclosed to 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, Burson may substitute another similarly qualified staff member. Burson may, from time to time and in its discretion, augment the staff as needed to perform the Services.

In connection with the Services, Burson 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 Burson or Client shall be addressed on a case-by-case basis.

III. PERFORMANCE REVIEW

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

IV. FEES AND DISBURSEMENTS

Burson shall provide the Services for a fixed fee of USD \$1,100,000, to be paid by Client in installments. Burson will send Client an invoice for the first installment of USD \$412,500 for services to be provided from May 1 through July 31 immediately, which Client shall pay by May 15, 2017. An invoice for the second installment of USD \$412,500 for services to be provided from August 1 through October 31 will be sent on or about July 15 and shall be paid by August 1, 2017. An invoice for the third installment of USD \$275,000 for services to be provided from November 1 through December 31 will be sent on or about October 15 and shall be paid by November 1, 2017.

Payments may be wire transferred to the following account:

Beneficiary Bank: Wells Fargo Bank NA
Address: 420 Montgomery Street
San Francisco, CA 94104
Account Name: Burson-Marsteller
Account#: [REDACTED]
ABA Routing#: [REDACTED]
Swift Code: [REDACTED]

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

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

Except as may otherwise be stated above, all invoices submitted by Burson to Client shall be due and payable within 30 days of each invoice date unless payments to third parties are required. In the case of advance payments to third parties, Client agrees to pay Burson immediately upon presentation by Burson to Client of a Burson invoice for any such third party invoice. Client shall send all invoicing instructions to Burson including,

without limitation, providing an e-mail address or other electronic submissions instructions for Burson 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, 2017; 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 Burson, upon receipt of an invoice, any and all charges earned and/or incurred by Burson in connection with the Services pursuant to this Agreement pro rata up to the time of its termination and shall indemnify Burson as provided in Section VI.B. below. Conversely, should this Agreement terminate in advance of its scheduled completion, any fees paid to Burson 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 Burson to Client.

VI. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

Upon consultation with Burson, 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, Burson shall immediately take proper steps to carry out such instructions. However, in such an event Client shall: (i) assume Burson's liability for commitments made to Consultants in respect of such work; (ii) pay Burson, in accordance with the terms and provisions of this Agreement, any and all charges incurred by Burson in connection with such work up to the time of its discontinuance, cancellation or modification; and (iii) indemnify Burson for all claims and/or actions by third parties for damages in consequence of Burson's carrying out Client's instructions, except for claims or actions that result from Burson's negligence or wilful misconduct.

B. General Indemnification

Client shall indemnify Burson 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 Burson 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

Burson shall maintain in confidence all information, data, and oral and written communications ("Materials") relating to Client that are disclosed to Burson 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 Burson from Client, or any of its affiliated companies, or created in the course of this Agreement.

Client shall maintain in confidence all information relating to Burson that is disclosed to Client (whether orally or in writing and whether before, on or after the date of this Agreement) regarding Burson's know-how, corporate plans, methodologies, strategies, specifications, and financial information, employee information and client names/listings or any information which Client would reasonably regard as confidential.

Burson 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 Burson shall have the right to disclose Client's name and the general nature of Burson'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 Burson can show that the relevant information:

- (i) was at the time of receipt already in Burson's possession;
- (ii) is, or becomes in the future, public knowledge through no fault or omission of Burson;
- (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 Burson is required to disclose confidential Client information pursuant to a court order or other judicial or administrative process, Burson 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 Burson the return of any documents or Materials provided by Client. Upon receipt of Client's written notice, Burson shall promptly return such documents and Materials.

Client acknowledges that Burson 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 Burson's large size and breadth of practice, which give rise to the potential that Burson 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, Burson shall endeavor not only to avoid actual conflicts, but the appearances of conflicts as well. To this end Burson, shall immediately assess whether it represents any clients whose interests are contrary to Client. If so, then Burson 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, Burson 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 Burson'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 Burson 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. Client agrees that Burson's liability under this Agreement shall not exceed the amounts paid or payable by Client for the services provided hereunder. 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

Burson 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, Burson 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

Burson 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 Burson 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. 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, Burson 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 and to Burson at 230 Park Avenue South, NY, NY 10003, Attention: Norah Campbell-Royal, Senior Director, Contract Compliance & Management or at another address designated by the party. Burson 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 herein shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

R. Entire Agreement

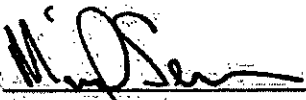
This Agreement, the attached Annex(es) and Attachment 1 constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save 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:

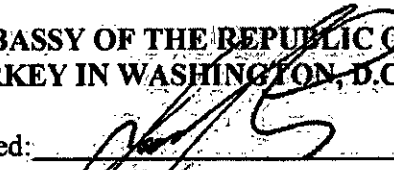
BURSON-MARSTELLER, LLC

Signed: 

By: Michael Sessums

Title: Managing Director

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

Signed: 

By: Serdar Kılıç
Büyükelçi

Title: _____

BURSON-MARSTELLER, LLC

Signed: 

By: Sharon Balkam

Title: Managing Director, Practice Business Manager

ANNEX 1

Burson-Marsteller shall provide a mutually agreed amount of services to promote positive relations between the Republic of Turkey and the United States. Details of the services and deliverables are set out in Attachment 1.

ATTACHMENT 1

Scope of Work

Outlined below are the elements of Burson-Marsteller's plan to support the Embassy of Turkey's communications goals in the United States.

Influencer Engagement

- Conduct outreach and set up in-person briefings with relevant public policy stakeholders
- Support participation in thought leadership events
- Organize events to be hosted by Embassy of Turkey to connect with public policy stakeholders

Strategic Media Outreach

- Prepare and support spokespeople for media interviews, background briefings and public engagements
- Conduct regular outreach to national and local media outlets to convey the importance of the U.S.-Turkish relationship
- Facilitate background or on-the-record briefings and interviews for Embassy officials or incoming delegations with relevant journalists
- Prepare Embassy statements, media correspondence and other public materials

Social Media

- Create content for the Embassy's social media platforms
- Provide counsel on social media engagement opportunities

Consular Support and Grassroots Engagement

- Provide traditional public relations support to Turkish Consuls General in Boston, Chicago, Houston, Los Angeles, Miami and New York
- Support local media relations in consulate cities, including bylined submissions, editorial board meetings, and print and broadcast interviews
- Facilitate engagement with community leaders through one-on-one meetings, speaking opportunities and event support

Media Monitoring and Analysis

- Provide the Embassy with a daily media report consisting of Turkey-related news in U.S. media outlets
- Prepare a monthly media analysis report