

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

APCO Worldwide Inc.

2. Registration No.

6184

3. Name of Foreign Principal

Office of the President of the Republic of Mexico (through Nodo Research)

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 has contracted with Nodo Research to provide opinion research services for the foreign principal within the United States to assess U.S. attitudes towards the foreign principal. A copy of the Registrant's agreement with Nodo Research is attached.

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

The Registrant will provide opinion research services to Nodo Research for the foreign principal within the U.S. and will carry out activities within the U.S. to assess U.S. attitudes towards the foreign principal.

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

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

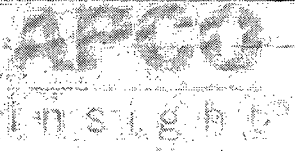
The Registrant's activities will include communications on behalf of Nodo Research for the foreign principal with the U.S. general public concerning U.S. attitudes toward the foreign principal.

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
October 08, 2013	Terry Judd, Senior Director	/s/ Terry W. Judd
		eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

		APCO Worldwide Inc. 700 12 th Street, N.W. Suite 800 Washington, D.C. 20005
Project Statement for Project #: 2013001NODO PO# or Contract #:		
Client: Send invoices to this address.	NODO Investigación + Estrategia Avenue Homero 229 8 th Floor Miguel Hidalgo 11560 Distrito Federal 01 55 5254 8769	Phone: +52 (55) 5254 - 4242 Fax: +52 (55) 5254-4010 Email: rcanal@nodo-research.com
Client Accounts Payable Contact	Mr. Ruben Canal NODO Investigación + Estrategia Avenue Homero 229 8 th Floor Miguel Hidalgo 11560 Distrito Federal 01 55 5254 8769	Phone: +52 (55) 5254 - 4242 Fax: +52 (55) 5254-4010 Email: rcanal@nodo-research.com
Project Name	Mexico Image Consulting	
Description of Project	Provide research and consulting services for the Client's work for the President of Mexico.	
Timeframe	Project Start Date: September 1, 2013 Project Termination Date: December 15, 2013	
Format of deliverables	Consulting, strategic and tactical recommendations via written documents. Moderate 24 focus groups. Perform other tasks as appropriate.	
Research Project Scope:	<ul style="list-style-type: none"> • Participate in an initial daylong meeting in Mexico City to receive a briefing on Client's work, develop a work plan for the next phase of research in the United States, and attend a briefing with NODO's client on the work plan. • Provide advice on methodology, sampling, question development, including reviewing all research instruments. • Conduct 24 focus groups in four locations and provide feedback on the sessions. • Review the final analysis and provide edits and recommendations based on the findings; travel to Mexico City to participate in the client briefing. 	
Fee	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.	
Payment Schedule or Special Invoicing Instructions	Monthly in arrears and costs as incurred.	
Terms	This Project Statement incorporates and is governed by the "Standard Terms and Conditions" set forth on Exhibit A, attached hereto, which is hereby incorporated by reference. Client and APCO Worldwide Inc. ("APCO") acknowledge and agree that each has read the terms and conditions, understands it, and agrees to be bound thereby, and further agrees that the terms and conditions, together with this Project Statement, constitutes the complete and exclusive agreement between the parties (together, the "Agreement").	

Agreed And Accepted:

APCO INSIGHT LLC


 Signature

Bryan Dumont, President

Print name and title

September 30, 2013

Date

NODO INVESTIGACION + ESTRATEGIA


 Signature

EMMANUEL EAGAN CUEVAS ECHAZAE

Print name and title VICE PRESIDENT

OCTOBER 2, 2013

Date

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **CHANGES TO SCOPE OF WORK.** The scope of work of APCO's present assignment is set out in the Project Statement (the "Services"). Should the Services 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.
2. **STAFFING.** The Services shall be performed by APCO's employees and other staff, and in connection with the Services, APCO may employ the services of third-party vendors, service providers and suppliers (collectively, "Consultants").
3. **FEES AND EXPENSES**
- 3.1. APCO shall provide the Services for the fees described in the Project Statement. Actual reasonable travel, parking and meal expenses ("OOPs") incurred in APCO's performance of the Agreement shall be reimbursed by Client. APCO shall submit monthly invoices to Client for OOPs after such OOPs have been incurred.
- 3.2. 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.
- 3.3. 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.
4. **TERM AND TERMINATION.** The Agreement shall be effective on the date indicated on the Project Statement and shall terminate on the date indicated on the Project Statement ("Termination Date"); provided, however, that either party shall have the right to terminate the Agreement in advance of the Termination Date, but only upon the giving of thirty (30) days' prior written notice to the other party. In the event that the 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 on a pro-rated basis and/or incurred by APCO in connection with the Services pursuant to the Agreement up to the time of its termination and shall indemnify APCO as provided in Section 5.1 below.
5. **GENERAL PROVISIONS**
- 5.1. **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 the Agreement, and, in such event, APCO shall immediately take proper steps to carry out such instructions. However, in such an event Client shall: (i) if APCO is unable to terminate any contract or other obligation directly attributable to the Services contracted to be performed for or on behalf of Client and entered into on the basis of the performance of the Services or the Project Statement, then Client shall reimburse APCO for the reasonable costs due to any Consultants whether such amount be fees for services or a termination fee; (ii) pay APCO, in accordance with the terms and provisions of the 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.
- 5.2. **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.
- 5.3. **Confidentiality**
- 5.3.1. 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 the 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 the Agreement (together, "Client Confidential Information").
- 5.3.2. APCO shall ensure that it, its officers, employees and agents only use the Client Confidential Information in order to perform the Services, and shall not without Client's prior written consent, disclose the Client Confidential 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.
- 5.3.3. Client shall maintain in confidence (a) all methods of collecting, assembling, compiling, describing interpreting and evaluating information and data pursuant to the Services, (b) graphic designs and forms utilized in the Services, (c) trademarks and trade names and (d) the individual information related to participants in any data collection process undertaken pursuant to the Services (together the "APCO Confidential Information") and shall not and shall ensure that it, its officers, employees and agents shall not without APCO's prior written consent, disclose the APCO Confidential Information to any third-party nor use it for any purpose other than the receipt of the Services.
- 5.3.4. The above obligations of confidentiality shall not apply to either party to the extent that such party 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, provided that such party shall give the other party notice so that the disclosing party may contest the disclosure or obtain a protective order.
- 5.3.5. Client acknowledges and agrees that the Services may require APCO to expose, reveal, disclose or describe Client Confidential Information, including, without limitation, new concepts, messages and communications, products, services or designs, to

survey respondents ("Concept Testing"). Client hereby waives and releases APCO from and against any and all, loss, claim or liability resulting from or related to APCO's disclosure of Client Confidential Information to survey respondents in connection with Concept Testing, provided that APCO requires all such respondents to agree to maintain the confidentiality of such information in accordance with the terms and conditions of this section.

5.3.6. Other than as specified in a Project Statement, APCO shall not be required to disclose the identity of respondents or any respondent-identifiable information to Client, and Client hereby agrees to maintain the confidentiality of the identity of any respondents and any respondent-identifiable information disclosed to it, if any. Client shall only disclose to APCO personally identifiable information about its customers or others in material conformance with (i) any statement or policy that Client provides to such data subjects concerning the use and disclosure of such information and (ii) applicable law.

5.3.7. The parties acknowledge that any breach of the confidentiality requirements contained within this Section 5.3 would cause the non-breaching party irreparable injury for which it would not have an adequate remedy at law. Upon the occurrence any breach of this Section 5.3, the non-breaching party shall be entitled to injunctive relief, in addition to exercising all other available remedies, whether equitable, legal, or provided hereunder.

5.4. Ownership.

5.4.1. Definitions.

(i) "Intellectual Property Rights" means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) and (g) all copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items.

(ii) "APCO Content" means any inventions, discoveries, innovations, documents, materials, software (including source code) or information related to methods, tools, designs, techniques, know-how or analysis used in providing the Services, together with completed questionnaires produced pursuant to the Services (but not the Client Data contained therein) as well as the concepts, inventions, suggestions, creative ideas, plans, drawings, blueprints, computer software designs, models or systems, prototypes, sampling methods, research designs, questionnaire forms (unless provided by Client), methods of process or questioning, systems of analysis, tabulating cards, computer tapes, disks and any other data record formats, computer programs, information and materials used by APCO in connection with the Services.

(iii) "Work Product" means all documentation and any other deliverable prepared for Client by APCO in accordance with the terms of the Agreement, except for APCO Content, including, to the extent applicable, Client Data.

(iv) "Client Data" means data collected from respondents after the qualification process is completed, except data relating to demographics.

5.4.2. Ownership of Work Product. Upon payment in full of all amounts owing to APCO under the Agreement, APCO hereby irrevocably assigns to Client all right, title and interest in and to all Work Product, excluding any APCO Content, produced pursuant to Client's requests for Services including, without limitation, all applicable Intellectual Property Rights thereto, provided, however, that:

(i) In the event that such Work Product or the data contained therein are attributed to APCO or reference APCO, they shall not be used publicly including without limitation, in advertising, sales/marketing promotions, press releases, or press conferences without APCO's prior written consent.

(ii) Client may provide the Work Product to Client's consultants or clients, but any public use of the Work Product or data contained therein by such third parties shall be subject to the terms of this Section 5.4.2 and Client shall remain responsible for any public or private use or disclosure by said parties.

(iii) Neither the Work Product nor any data contained therein shall be used or presented in any misleading or illegal manner, or in a manner which would adversely impact upon the reputation or goodwill of APCO.

(iv) Client shall indemnify and hold harmless APCO, and its present and former officers, directors, employees and agents against any loss or expense (including, without limitation, attorneys' fees) that may arise in connection with (a) Client's disclosure of the Work Product or any data contained therein to any third party, (b) any public disclosure of the Work Product or any data contained therein by Client or by any third party to whom Client has disclosed or furnished such information, and (c) any breach or violation of this Section 5.4.2, except to the extent that such loss, claim or liability arises from APCO's gross negligence or willful misconduct.

5.4.3. Ownership of APCO Content. Client acknowledges that APCO Content, including all Intellectual Property Rights inherent therein and appurtenant thereto, are the sole and exclusive property of APCO. If any APCO Content are incorporated into or used in conjunction with any Work Product, APCO hereby grants to Client a worldwide, non-exclusive, non-assignable, royalty-free, perpetual right to use such APCO Content in any media now known or hereafter known. Client agrees and acknowledges that it is not purchasing title to APCO Content, but is only being granted a license in accordance with the terms of the Agreement. Client agrees (a) that all rights, title and interest in APCO Content, and derivative works thereof, shall be deemed to vest and remain vested in APCO, including, but not limited to, patents, copyrights, trademarks, trade secrets and other Intellectual Property Rights, (b) to hereby assign any and all rights that Client may have in such APCO Content to APCO and to execute all further documents reasonably requested by APCO to evidence such assignment, (c) not to reverse engineer the APCO Content in any manner, or modify or reuse the APCO Content in any manner outside of the Work Product and (d) in the event that any license to third party software is required for Client's use of the Work product, Client shall be solely responsible for acquiring, and complying with the terms of such license.

5.5. Non-Solicitation. Until the first anniversary of the termination of the 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 the 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.

5.6: Disclaimer/Limitations of Liability

5.6.1 APCO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.6.2 APCO PERFORMS SUBSTANTIAL AMOUNTS OF TESTING AND VALIDATION OF ITS METHODOLOGIES AND APPROACHES AND WILL APPLY THOSE PROFESSIONAL AND COMPANY STANDARDS TO ALL ASPECTS OF THE PROJECT. CLIENT RECOGNIZES THAT THE DELIVERABLES CONTAIN ANALYSIS AND DISCUSSION OF AGGREGATE SURVEY DATA AND REFLECT ATTITUDES AND OPINIONS OF RESPONDENTS AT THE TIME OF THE SURVEY. CLIENT RECOGNIZES THAT ANY CONCLUSIONS OR PREDICTIONS SET FORTH IN THE REPORT ARE JUDGMENTS, NOT MEASUREMENTS AND THEREFORE CANNOT BE GUARANTEED. CLIENT ACKNOWLEDGES THAT ITS RELIANCE ON AND USE OF THE REPORT AND DATA CONTAINED THEREIN, INCLUDING BUT NOT LIMITED TO ANY DECISION, ACTION OR INACTION, SHALL BE AT ITS SOLE RISK.

5.6.3 NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION THOSE ARISING UNDER A THEORY OF WARRANTY, CONTRACT OR TORT OR FOR LOSS OF BUSINESS REVENUE, PROFITS, BUSINESS INTERRUPTION, FAILURE TO REALIZE SAVINGS,) ARISING OUT OF THE USE OR INABILITY TO USE THE REPORT, OR OTHERWISE, EVEN IF APCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APCO SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY ARISING OUT OF OR RESULTING FROM POSSESSION OR USE OF THE SERVICES OR DELIVERABLES, INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING FROM RELIANCE ON THE SERVICES OR DELIVERABLES, ERRORS IN ITS CONTENTS, AND DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

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

5.8: No use in Controversy. Client agrees that the Services shall not be used in connection with any court proceeding, litigation, arbitration, administrative proceeding or any other claim or controversy (a "Controversy"), and that the Services will not be used as the basis for or as support for any expert opinion in any Controversy. In the event Client breaches this covenant, Client shall pay, on demand, any and all legal fees (including fees of in-

house counsel), and other costs and fees incurred in responding to, objecting to, limiting or defending deposition subpoenas, interrogatories, requests for production or other served on APCO in connection with the Controversy.

5.9: 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 the 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.

5.10: Governing Law, Submission to Jurisdiction and Consent to Suit. THE 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 THE 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.

5.11: Dispute Resolution Procedure.

5.11.1 In the event of a dispute, controversy or claim by and between Client and APCO arising out of or relating to the Agreement or matters related to the 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 ten (10) 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.

5.11.2 Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to the 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 the Agreement involve the failure to pay fees and/or OOPs under Article 3 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.

- 5.12 **Assignment.** Neither party may assign any of its rights or delegate any of its duties or obligations under the 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 the Agreement or delegate any rights or obligations hereunder without consent: (i) 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.
- 5.13 **Partial Invalidity.** In the event that any provision of the 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 the Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

- 5.14 **Notices.** All notices required or permitted to be given pursuant to the 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 on the Project Statement or at another address designated by the party.
- 5.15 **Counterparts and Execution.** The 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 the 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 the Agreement so executed and delivered as if the original had been received.
- 5.16 **Survival.** Article III, Article IV and Article V of these terms and conditions shall continue notwithstanding the termination or expiration of the Agreement.
- 5.17 **Entire Agreement.** These Terms and Conditions, the Project Statement and any attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into the Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, the Agreement may be changed or varied only by a written agreement signed by the parties.