

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.

<b>1. Name and Address of Registrant</b> Mercury 701 8th St NW, Suite 650 Washington DC 20001	<b>2. Registration No.</b>  6170
<b>3. Name of Foreign Principal</b> Amsterdam & Partners LLP on behalf of of the Republic of Turkey	<b>4. Principal Address of Foreign Principal</b> Embassy of Republic of Turkey in Washington DC 2525 Massachusetts Ave, NW Washington DC 20008
<b>5. Indicate whether your foreign principal is one of the following:</b> <input checked="" type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____	
<b>6. If the foreign principal is a foreign government, state:</b> a) Branch or agency represented by the registrant Embassy of Republic of Turkey in Washington b) Name and title of official with whom registrant deals Ambassador Serdar Kilic	
<b>7. If the foreign principal is a foreign political party, state:</b> a) Principal address NA b) Name and title of official with whom registrant deals NA c) Principal aim NA	

<sup>1</sup> "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.

NA

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.)*

NA

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.

NA

**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
March 16, 2016	John Vin Weber	/s/ John Vincent Weber
		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

Mercury

2. Registration No.

6170

3. Name of Foreign Principal

Amsterdam &amp; Partners LLP on behalf 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.

Please see attached contract

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

Supply public relations services to Amsterdam & Partners LLP in support of their work of behalf of the Republic of Turkey. This work includes representation relating potential claims under treaty, US law and/or international law held by the Republic of Turkey against individuals and/or entities in the United States.

The method of performance will include the provision of public relations strategic guidance and direct media outreach.

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.

Supply public relations services to Amsterdam & Partners LLP in support of their work of behalf of the Republic of Turkey. This work includes representation relating potential claims under treaty, US law and/or international law held by the Republic of Turkey against individuals and/or entities in the United States.

The method of performance will include the provision of public relations strategic guidance and direct media outreach.

**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
March 16, 2016	John Vincent Weber	/s/ John Vincent Weber 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.

**AMSTERDAM & PARTNERS** LLP  
LONDON WASHINGTON

THE HOMER BUILDING  
601 THIRTEENTH STREET, N.W.  
ELEVENTH FLOOR SOUTH  
WASHINGTON, DC 20005  
TEL: +1-202-534-1804  
FAX: +1-202-833-9392

**CONFIDENTIAL AND PRIVILEGED  
PREPARED IN ANTICIPATION OF LITIGATION**

January 20, 2016

Mr. Morris L. Reid  
Mercury Public Affairs LLC  
250 Greenwich Street  
36<sup>th</sup> Floor  
7 World Trade Center  
New York, NY 10007-0040

Re: Engagement

Dear Morris:

This letter will confirm that Amsterdam & Partners LLP, a District of Columbia Limited Liability Partnership (the "Firm"), has engaged Mercury Public Affairs LLC ("Contractor") to provide consulting services to the Firm in connection with the Firm's representation of the Government of Turkey (the "Client"), relating to its investigation into Fethullah Gülen and his organization in the United States (the "Matter").

1. **Scope.** The scope of Contractor's services in connection with the Matter are to provide strategic consulting and management services specific to issues facing the Client in the areas of media relations, government relations and issues management. The scope of Contractor's services in connection with the Matter may be modified from time to time, but shall at all times be governed by the terms of this letter agreement. Notwithstanding the foregoing, it is expressly agreed and understood that Contractor's services shall at no time include any lobbying activities (federal, state or local) whatsoever.
2. **Term.** The Term of the Matter shall begin on January 20, 2016, and shall continue on a month-to-month basis thereafter, until terminated in accordance with Paragraph 4, below.
3. **Compensation.** Contractor shall receive as compensation for its services a fee of \$20,000 per month. Additionally, the Firm shall reimburse Contractor for reasonable and customary expenses, actually incurred by Contractor and properly documented, related to its services hereunder. Contractor shall not incur more than \$250 in expenses without

Mr. Morris L. Reid  
January 20, 2016  
Page 2

advance approval by the Firm. Contractor shall invoice the Firm on or about the first day of each month, and payment shall be due within 60 days after invoicing.

4. **Termination.** This agreement may be terminated in writing by either party without advance notice. In the event the Firm terminates the agreement on less than 30 days' notice, Contractor shall be entitled to payment of its full monthly fee for the 30-day period in which notice is given by the Firm. In the event Contractor terminates the agreement on less than 30 days' notice, Contractor shall not be entitled to payment of the unearned portion of its monthly fee, calculated on a pro-rated basis.

5. **Independent Contractor Status.** Contractor shall be an independent contractor and not an employee or agent of the Firm. Contractor shall not hold itself out as an agent or employee of the Firm, nor shall Contractor have authority to enter into contracts on behalf of the Firm. Although Contractor will be acting under the direction and control of the Firm, such direction and control shall not be exercised to compromise Contractor's independence, professional standards or professional ethics.

6. **Confidentiality.** Contractor shall consider all communications with the Firm, the Client, and any other consultant or attorney engaged by the Firm or otherwise employed by the Client to be governed by the attorney/client privilege, and shall take all appropriate action to preserve and protect the confidentiality of all information exchanged amongst such persons. The obligation to preserve and protect the confidentiality of information shall survive the conclusion or termination of the Engagement. Contractor shall ensure that its employees, if any, are appropriately advised of the obligation to maintain confidentiality.

7. **Additional Terms and Conditions.** Contractor expressly agrees to the Additional Terms and Conditions attached hereto and incorporated herein by this reference.

8. **Legal Process.** Contractor shall promptly notify the Firm about any subpoenas or governmental orders or decrees which would require Contractor to reveal any privileged communication or information pertaining to the Matter. Contractor shall not voluntarily comply with any such subpoena or government order or decree unless authorized by the Firm in writing to do so.

9. **Conflict of Interest.** Contractor shall promptly advise the Firm of any circumstance or occurrence which could reasonably call into question Contractor's independence, qualifications or integrity. Contractor shall promptly consult with the Firm about any matter that might constitute a conflict of interest between this engagement and any other projects on which Contractor has worked or is presently working including, without limitation, any employment or work performed for the adverse party in this Matter or its counsel.

10. **Non-Exclusive Performance.** The Firm agrees and acknowledges that Contractor shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for the

Mr. Morris L. Reid  
January 20, 2016  
Page 3

Firm under this Agreement on behalf of itself or other entities in the same or similar business as the Client and nothing contained herein shall preclude Contractor from doing so. Notwithstanding anything contained in this Paragraph 10, Consultant represents and warrants that throughout the term of the Matter it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform its services hereunder diligently and conscientiously.

11. Publicity. Neither the Firm nor Contractor shall use the other's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without prior written approval.

12. Assignment. Neither party shall assign this agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other, and any attempt to do so shall be void.

13. Notices. Any notices or other communication required or which may be given hereunder will be delivered via email as follows:

If to Contractor: Bibi Rahim  
[DASAccounting@mercuryllc.com](mailto:DASAccounting@mercuryllc.com)

If to the Firm: Andrew J. Durkovic  
[a.durkovic@amsterdandpartners.com](mailto:a.durkovic@amsterdandpartners.com)

14. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law rules.

15. Dispute Resolution. Any dispute arising out of or in connection with this agreement or its subject matter or formation, including any question regarding its existence, validity or termination, and including also non-contractual disputes or claims, shall be referred to and finally resolved by arbitration under the UNCITRAL Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, the seat of the arbitration shall be the District of Columbia, and the language of the arbitration shall be English.

16. Amendments. No amendments or modification shall be binding upon either party unless made in writing and signed by both parties.

17. Integration. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understanding, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

Mr. Morris L. Reid  
January 20, 2016  
Page 4

18. Survivability. In the event any one or more of the provisions of this agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.
19. Counterparts. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

Thank you, Morris, for your willingness to assist us in this Matter.

Sincerely,



Andrew J. Durkovic  
Managing Partner  
AMSTERDAM & PARTNERS LLP

ACCEPTED AND AGREED.

MERCURY PUBLIC AFFAIRS LLC

By: \_\_\_\_\_



Name: Kieran Mahoney

Title: Partner

Date: March 7, 2016



Mr. Morris L. Reid  
January 20, 2016  
Page 5

**ADDITIONAL TERMS AND CONDITION**

**NON-DISCLOSURE**

1. In connection with your work for Amsterdam & Partners LLP pursuant to the Engagement Letter Agreement attached hereto (the "Agreement"), Contractor agrees to limit disclosure of information provided to Contractor, its principals, agents and/or employees by the Firm, its co-counsel, experts, clients, or any other person working on behalf of the Firm's clients (the "Information"), as follows:
  - a. Disclosure. In consideration of the Agreement (Purpose), Contractor will keep the Information confidential. Accordingly, Contractor shall not, without our prior written consent, either:
    - i. communicate or otherwise make available the Information or any part of it to any third party; or
    - ii. use the Information or any part of it for any purpose other than the Purpose.
  - b. Subject to the provisions above, Contractor may disclose the Information only to the minimum extent required by:
    - i. any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
    - ii. the laws or regulations of any country with jurisdiction over your affairs.
  - c. The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to such of the Information as Contractor can show to the Firm's reasonable satisfaction:
    - i. has become public knowledge other than through disclosure by Contractor in breach of this agreement; or
    - ii. was already known to Contractor prior to disclosure by the Firm; or
    - iii. has been received by Contractor from a third party who did not to your knowledge acquire it in confidence from us or from someone owing a duty of confidence to the Firm's client in question.
  - d. Contractor shall, whenever the Firm or its client so request, return to the Firm all documents and other records of the Information or any of it in any form, and Contractor shall destroy all electronic copies thereof and confirm to the Firm that this has been done.
  - e. Contractor shall promptly notify the Firm about any subpoenas or governmental orders or decrees which would require Contractor, its principals, agents and/or employees to reveal any privileged communication or information pertaining to the Matter. Contractor shall not voluntarily comply with any such subpoena or government order or decree unless authorized by the Firm in writing to do so.

Mr. Morris L. Reid  
January 20, 2016  
Page 6

**FOREIGN CORRUPT PRACTICES ACT/BRIBERY ACT/EXPORT CONTROL LAWS**

2. In addition to other representations, warranties and covenants made by Contractor in other provisions of this Agreement, Contractor does hereby represent, warrant and covenant that:
- a. No owner, shareholder (direct or beneficial), officer, director, employee, agent, third party representative, subcontractor, contractor or other individual with any direct or indirect beneficial interest in Contractor or Contractor's payments under this Agreement, or any immediate family relation of any such person (collectively, "Interested Persons"), is a foreign Public Official or Entity. A "Public Official or Entity" means:
    - i. an officer, employee, agent, contractor or representative of any government or military, including, but not limited to, a customs official;
    - ii. any department, agency, corporate entity, instrumentality or political subdivision of any government or military;
    - iii. any person or commercial entity acting in an official capacity for or on behalf of any government or military;
    - iv. any candidate for political office, any political party or any official of a political party; or
    - v. any officer, employee, agent, contractor or representative of any public international organization, including, but not limited to, the United Nations and World Bank.
  - b. Contractor shall notify the Firm immediately if it learns at any time during the term of this Agreement that:
    - i. an Interested Person becomes a foreign Public Official or Entity; or
    - ii. a foreign Public Official or Entity acquires an ownership, voting, or economic interest in Contractor or a legal or beneficial interest in Contractor's payments under this Agreement.
  - c. To Contractor's knowledge, no Interested Person is listed in the following:
    - i. List of Specially Designated Nationals & Blocked Persons, Office of Foreign Assets Control, U.S. Treasury Department;
    - ii. List of Debarred Parties, Directorate of Defense Trade Controls, U.S. State Department;
    - iii. Denied Persons List, Bureau of Industry and Security, U.S. Department of Commerce;
    - iv. Entity List, Bureau of Industry and Security, U.S. Department of Commerce; or
    - v. Unverified List, Bureau of Industry and Security, U.S. Department of Commerce (collectively, the "Lists").

Mr. Morris L. Reid  
January 20, 2016  
Page 7

- d. Contractor shall notify the Firm immediately if, during the term of this Agreement, it learns that:
  - i. any Interested Person appears in the Lists; or
  - ii. any person included in the Lists acquires a legal or beneficial interest in Contractor or in Contractor's payments to be received under this Agreement.
- e. Contractor acknowledges and confirms its understanding of the Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended (the "FCPA").
- f. Contractor shall comply with Anti-Corruption Laws (defined below) and shall not cause the Firm, its subsidiaries or affiliates (collectively, "Affiliates") to be in violation of any Anti-Corruption Law. "Anti-Corruption Laws" mean collectively:
  - i. the FCPA;
  - ii. any applicable legislation or regulation implementing the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions; and
  - iii. all other applicable laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls.
- g. There have been no accusations, allegations, claims, investigations, informal inquiries, indictments, prosecutions, charges, or other enforcement actions against Contractor relating to bribery, corruption, money laundering, fraud, obstruction of justice, racketeering, or any other legal or ethical violation. Contractor and, to its knowledge, its employees, directors, owners, contractors, and agents have never violated any Anti-Corruption Law or caused any other party to be in violation of any Anti-Corruption Law.
- h. Contractor and its owners, directors, officers, agents, employees, and contractors will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to a Public Official or Entity for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, the Firm or its Affiliates, by:

Mr. Morris L. Reid  
January 20, 2016  
Page 8

- i. influencing any official act, decision or omission of such Public Official or Entity;
  - ii. inducing such Public Official or Entity to do or omit to do any act in violation of the lawful duty of such Public Official or Entity;
  - iii. securing any improper advantage; or
  - iv. inducing such Public Official or Entity to affect or influence any act or decision of another Public Official or Entity.
- i. Contractor shall ensure that no part of any payment, compensation, reimbursement or fee paid by the Firm to Contractor pursuant to this Agreement or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a Public Official or Entity.
3. Contractor shall not cause the Firm or its Affiliates to be in violation of any Export Control Law. "Export Control Laws" mean all U.S. or other laws and regulations relating to the export or re-export of commodities, technologies, or services, including, but not limited to, the Export Administration Act of 1979, 24 U.S.C. §§ 2401-2420, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1706, the Trading with the Enemy Act, 50 U.S.C. §§ 1 et. seq.; the Arms Export Control Act, 22 U.S.C. §§ 2778, 2779; the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et. seq.; and the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986.
4. If Contractor has information or believes that there may be a violation of any Anti-Corruption Law or Export Control Law in connection with the performance of this Agreement or the work performed for the Firm, Contractor shall immediately notify the Firm of such knowledge or suspicion.
5. Contractor has in good faith provided to the Firm and/or its representatives, legal counsel, and advisors all documents and information of the character and type requested by the Firm in writing in the course of its due diligence review of Contractor and, to Contractor's knowledge, there are no documents or information of a character or type described in such request which have not been so provided by Contractor. Contractor shall answer in reasonable detail any questionnaire or other written or oral communications from the Firm or its outside auditors or legal counsel, to the extent same pertains to compliance with the above representations and warranties concerning Anti-Corruption Laws and Export Control Laws. Contractor shall provide to Company and/or its representatives and advisors all supporting documents requested by Company pertaining to any expenses incurred, products provided, and/or services performed by Contractor and its agents pursuant to the Agreement to ensure compliance with the FCPA. Contractor understands and acknowledges that, notwithstanding any other provision contained herein, none of the Firm or any of its Affiliates shall be obligated to reimburse any expense incurred

Mr. Morris L. Reid  
January 20, 2016  
Page 9

or pay for any service performed by Contractor or any of its agents if, in the Firm's reasonable opinion: Contractor has failed to provide adequate documentation or information regarding an expense or service, or (ii) an expense reimbursement or service payment would cause the Firm or any of its Affiliates to be in violation of the FCPA or any other applicable law.

6. Contractor agrees to indemnify the Firm in accordance with the terms of the Agreement for any damages incurred by the Firm or its Affiliates as a result of any violation of the FCPA, any other Anti-Corruption Law, or Export Control Law by Contractor or by any owner, director, officer, employee, contractor, Subcontractor (defined below), or agent of Contractor which occurs in the course of their services to the Firm under this Agreement.
7. Unless otherwise expressed herein, Contractor shall not utilize or employ any third party, individual or entity, including, but not limited to, customs brokers, (a "Subcontractor"), in connection with Contractor's performance of services under this Agreement, without the express prior written approval of the Firm.
8. Contractor shall reasonably cooperate with the Firm in regard to any matter, dispute or controversy related to this Agreement generally and compliance with Anti-Corruption Laws specifically which the Firm may become involved and of which the Contractor may have knowledge. Such obligation shall continue after the expiration or termination of this Agreement to the extent permissible under applicable law.
9. Notwithstanding any other provision of this Agreement, the Firm's obligation to pay Contractor the compensation specified herein shall be expressly subject to and contingent upon such payments not being prohibited by the laws, rules, regulations, and express public policies of the territory in which the Contractor is working or of the United States, as currently existing or as may hereafter be enacted.
10. Contractor consents to the written disclosure by the Firm of the contents of this Agreement, including those provisions setting forth Contractor's compensation, to any governmental entity or person.
11. If the Firm approves the employment or utilization of any Subcontractor in connection with Contractor's performance of services under this Agreement, Contractor shall incorporate the obligations of this Agreement with respect to Anti-Corruption Laws and Export Control Laws, including, but not limited to, the foregoing representations and warranties, into its respective subcontracts, agreements and purchase orders with such Subcontractor (the "Sub-Contract") (a copy of which is to be submitted to the Firm upon request).
12. Notwithstanding any other provision of this Agreement, to the extent permitted by applicable law, this Agreement, and any purchase order entered into by the Parties

Mr. Morris L. Reid  
January 20, 2016  
Page 10

pursuant to this Agreement, shall terminate immediately and without notice and shall become null and void without effect, or further liability or obligation on the part of the Firm if Contractor or any of its Subcontractors violates any representation, warranty or covenant in this Agreement or in a Sub-Contract relating to compliance with Anti-Corruption Laws or Export Control Laws or if the Firm has a reasonable belief that such a violation has occurred; and in either case all payments, if any, made by the Firm to Contractor shall be immediately refunded and no further amounts shall be due to Contractor.