U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0003
Approval Expires Oct. 31, 1983

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant
Gray and Company Public Communications International, Inc.
The Power House, Washington, D.C. 20007

2. Registration No.
3301

3. Name of foreign principal
Hitachi, Ltd.

4. Principal address of foreign principal
6, Kanda-Surugadai 4-Chome
Chiyoda-ku, Tokyo, 101 JAPAN

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

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership ☐ Committee

☒ Corporation ☐ Voluntary group

☐ Association ☐ Other (specify) _____

☐ Individual—State his nationality _____

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

a) Branch or agency represented by the registrant.

n/a

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

n/a

b) Name and title of official with whom the registrant deals.

c) Principal aim

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

Hitachi, Ltd. is a Japanese electronics manufacturing company.

b) Is this foreign principal

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 whole 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 may be used.)*

n/a

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.

Hitachi, Ltd. is a publicly-held company.

Date of Exhibit A	Name and Title	Signature
2/26/86	Daniel J. Murphy Vice Chairman	

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Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Oct. 31, 1983

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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Gray and Company Public Communications International, Inc.	Hitachi, Ltd.

Check Appropriate Boxes:

1. [X] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.

2. [ ] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

3. [ ] The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide public relations and government relations counsel and services to Hitachi, Ltd.

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SECTION
REGISTRATION UNIT

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

Please refer to Question #4 on the reverse side.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?[1]
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.

Refer to Question #4 on the reverse side.

Date of Exhibit B	Name and Title	Signature
2/26/85	Daniel J. Murphy Vice Chairman	

[1]Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

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LETTER OF AGREEMENT

BETWEEN

GRAY AND COMPANY PUBLIC COMMUNICATIONS
INTERNATIONAL, INC.

AND

HITACHI, LTD.

January 31, 1986

RECEIVED
FOREIGN AGENTS REGISTRATION UNIT

GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL INC. ("GRAY") and HITACHI, LTD. ("HITACHI") hereby agree as follows:

GRAY and HITACHI hereby agree that GRAY shall promote HITACHI's business activities in the worldwide market in accordance with the following terms.

I. SCOPE OF UNDERTAKINGS ASSUMED BY GRAY

(1) GRAY shall monitor, gather, analyze and make available to HITACHI information relevant to HITACHI's worldwide operations regarding projects, markets, legislation, competition and business environments, especially from the key sources of U.S. trade associations, labor unions and labor committees, high technology companies, and the political arena.

(2) GRAY shall, at HITACHI's specific request, undertake additional services for HITACHI, the exact scope of which will be determined by both parties in each case, but may include Federal Unitary Tax issues, marketing of HITACHI products to U.S. defense agencies, and participation of HITACHI in GRAY's Japan Business Council.

II. TERM

This agreement shall be effective for one (1) year, beginning March 1, 1986, and ending on February 28, 1987.

III. RETAINER

(1) HITACHI shall pay to GRAY an annual retainer in the amount of Eighty Thousand U.S. Dollars (US $80,000.00). The payment of the above annual retainer shall be made in four (4) equal installments of Twenty Thousand U.S. Dollars (US $20,000.00) due on May 31, August 31, and November 30, 1986, and February 28, 1987, respectively.

G & Co. P.C.I. O.G.C.

(2) In addition to the retainer, HITACHI shall reimburse GRAY, when invoiced, all out-of-pocket expenses incurred by GRAY in fulfilling its undertakings pursuant to Article I. (1) herein. Out-of-pocket expenses incurred will be billed at cost plus a ten percent (10%) administrative handling fee. Out-of-pocket expenses in excess of Five Hundred U.S. Dollars (US $500.00) per month must be approved in advance by HITACHI.

(3) GRAY's fee for specific services rendered pursuant to Article I. (2) herein shall be determined prior to the commencement of such services.

IV. MISCELLANEOUS

(1) In conducting its activities under this agreement, GRAY shall comply with all applicable laws, rules and regulations in the countries concerned.

GRAY warrants and represents to HITACHI that information furnished by GRAY to HITACHI shall be free from any claim of the third party/s, and further warrants and represents that GRAY shall not disclose to HITACHI any confidential or proprietary information of third party/s without consent of such third party/s.

GRAY shall further hold HITACHI harmless and indemnify HITACHI from and against all claims and proceedings for or on account of infringement or violation of legally protected rights of the third party/s, such as but not

G & Co. P.C.L. O.G.C.

limited to copyright, trade secret and unfair competition law, arising out of the receipt, reliance or use of the information furnished by GRAY to HITACHI.

(2) GRAY shall not, directly or indirectly, enter into similar contract/s with any other party/s which would conflict with HITACHI's interests under this agreement.

(3) This agreement represents the entire agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

(4) GRAY's activities hereunder on behalf of HITACHI shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. Pursuant to such laws, it is understood GRAY will be making reports of its activities to appropriate U.S. government agencies and that such reports will be available. Except as required by law, GRAY shall keep in strict confidence and shall not disclose to any third party/s confidential or proprietary information concerning HITACHI's business affairs known to GRAY by virtue of this agreement or anything concerning this agreement without HITACHI's prior consent. If GRAY is required by law to make such disclosures, it shall notify HITACHI before making any such disclosures.

G & Co. P.C.I. O.G.C.

GRAY shall not use or refer to HITACHI's name except as required by law in fulfilling its undertakings under this agreement.

(5) GRAY shall not assign or transfer all or any part of the rights and/or obligations under this agreement to any third party/s without HITACHI's prior written consent.

IN WITNESS THEREOF, the parties hereto have executed this agreement in duplicate by their duly authorized representatives as of the date indicated below.

ACCEPTED:

GRAY AND COMPANY PUBLIC
COMMUNICATIONS INTERNATIONAL, INC.

By: _____ Date: 1-31-86

Daniel J. Murphy, Vice Chairman

Witness: _____
Sr. V.P.

HITACHI, LTD.

By: _____

Toshi Kitamura

Title: Executive Managing Director Date: 2 - 14 - 86

Witness: _____