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, 1986

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

Hill and Knowlton, Inc.
901 31st Street, N.W. - Wash. Harbour, Washington, DC 20007

2. Registration No.

3301

3. Name of foreign principal

Hitachi, Ltd.

4. Principal address of foreign principal

505 S. Flower St. - Suite 3310
Los Angeles, CA 90071

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

The foreign principal's business involves the manufacture of electronics products, computers, semi-conductors, television and video equipment, transportation equipment, nuclear power plants and construction equipment.

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.

The foreign principal is a publicly-held company in Japan.

Date of Exhibit A	Name and Title	Signature
03/02/87	M. A. Hartwig Senior Vice President	

U.S. GOVERNMENT PRINTING OFFICE : 1984 O - 434-349

U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0007
Approval Expires Nov. 30, 1986

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
Hill and Knowlton, Inc.	Hitachi, Ltd.

Check Appropriate Boxes:

1. ☑ 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 receive a $7,000 minimum monthly payment in return for its services on behalf of the foreign principal, to be billed at standard hourly rates plus reimbursement for all reasonable out-of-pocket disbursements at cost plus a 15% handling and administration fee on non-routine items. Any out-of-pocket expenditures in excess of $250 must be pre-approved by the foreign principal. The agreement covers a six month period ending June 30, 1987.

REGISTERED
CRIMINAL
INTERNATIONAL
SECURITY
UNIT

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

Registrant proposes to engage in public relations activities on behalf of the foreign principal, including but not limited to making arrangements for a Hitachi-California Public Affairs forum scheduled for late Spring 1987 in Los Angeles and San Francisco.

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.

On occasion, Registrant may contact by telephone, written correspondence, or personal visits to visits to representatives of the media and appropriate officials of the Federal Government or State of California in representing the public relations/public affairs interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
3/02/87	M. A. Hartwig Senior Vice President	M A Hartwig

[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.

AGREEMENT ON HITACHI'S CALIFORNIA PUBLIC INTEREST SYMPOSIA ON TRANSPORTATION

THIS AGREEMENT is hereby made and entered into by and between (a) Hitachi, Ltd. ("Company"), a Japanese corporation with a liaison office at 555 South Flower Street, Suite 3310, Los Angeles, California 90071, and (b) Hill and Knowlton, Inc. ("H&K"), a corporation with an office at 5900 Wilshire Boulevard, Los Angeles, California 90036.

WHEREAS H&K is serving as public relations counsel for the Los Angeles liaison office of Company under a letter agreement (the "Base Contract"), dated October 17,1986, which Base Contract shall continue to be binding upon the parties in accordance with the terms and conditions thereof; and

WHEREAS, aside from the continuing rights and duties of the parties hereto under the Base Contract, the parties hereto desire that H&K provide Company with various advices, consultations and services, under the terms and conditions hereof, in connection with the planning, implementation and follow-up of a Company-sponsored public interest symposia in California on transportation (the "Hitachi Symposia On Transportation"), which Hitachi Symposia On Transportation is expected to be held in the latter part of May, 1987, in the cities of Los Angeles and San Francisco;

NOW, THEREFORE, for and in consideration of the premises, and for and in consideration of the mutual covenants contained herein, and for other valuable consideration received, the parties hereto, and each of them do hereby mutually agree as follows:

1. Term. Subject to the other provisions herein for the prior termination of this Agreement, and notwithstanding the date on which this Agreement is actually signed by the parties hereto, the term of this Agreement shall begin as of January 1, 1987, and shall continue until and expire without further notice on June 30, 1987. Any extension of the term hereof beyond the term hereinabove set forth shall be subject to terms and conditions mutually agreed upon in writing by and between both of the parties hereto.

2. Duties Of H&K. During the term of this Agreement, H&K shall provide to Company the following services in connection with the Hitachi Symposia on Transportation:

(a) Although Company is involved in the manufacture, marketing, distribution and sale of products involved in public transportation and other related fields, Company's purpose in sponsoring and conducting the Hitachi Symposia On Transportation is not to promote its business or its

products, but rather to provide a meaningful forum in the public interest on the timely topic of public transportation in California with the desired effect of affirmatively enhancing the reputation and public relations image of Company. Accordingly, H&K shall, throughout the term of this Agreement, consult with and advise Company as to the public affairs and the public relations aspects of the Hitachi Symposia On Transportation, and H&K shall use its best efforts to achieve Company's purpose in the performing of H&K's other duties hereunder.

(b) Subject in each instance to the prior written approval of Company, H&K shall plan, implement, conduct and follow-up on the Hitachi Symposia On Transportation. In this regard, the parties hereto acknowledge that H&K previously submitted to Company (i) a plan entitled "The Hitachi-California Public Affairs Forum", dated December 11, 1986, which was generally approved by Company, and (ii) a "Program Budget Estimates for Transportation Symposia", dated January 8, 1987, which is still required to be revised and finalized subject to discussions between H&K and Company. Among H&K's duties, subject in each instance to Company's prior written approval, are the finalization of the composition of the Advisory Committee for the symposia, the dates and places of the symposia, and the speakers and panelists for the Hitachi Symposia On Transportation.

(c) In order to accomplish the foregoing, H&K shall provide to Company sufficient professional and staff services and physical facilities as may be required to effectively plan, implement, conduct and follow-up on the Hitachi Symposia On Transportation, and H&K shall devote its best efforts and professional abilities to performing in a timely manner all of its duties under this Agreement.

(d) At any time during the term hereof, Company may, in its sole discretion, make any changes which Company feels is desirable with respect to the Hitachi Symposia On Transportation. Without limiting the foregoing, Company may, in Company's sole discretion, change the topic of the symposia or, if Company determines in its sole discretion that it is not desirable to proceed with such a symposia, Company may cancel the Hitachi Symposia On Transportation, in either of which event this Agreement and the term hereof may be terminated by either party hereto upon the providing to the other party hereto of at least 30 days prior written notice thereof.

(e) Subject to the prior written approval of Company, H&K shall, in a timely manner, prepare all materials and documentation regarding the Hitachi Symposia On Transportation, including without limitation all notices, invitations, promotional materials, media releases, programs, descriptions and summaries of presentations, and follow-up communications in connection with the Hitachi Symposia On Transportation.

3. Compensation. As the total compensation to H&K under this Agreement (it being agreed that H&K shall not be entitled to any further compensation or benefit after the termination or expiration of this Agreement, notwithstanding the nature or value of the services provided hereunder by H&K), Company shall pay to H&K the following:

(a) During the term hereof, Company shall pay to H&K the minimum sum of $7,000 per month (the "Monthly Minimum").

(b) All of the time incurred by H&K's staff in performing the duties of H&K hereunder shall be calculated at the standard hourly rates established by H&K, the current standard hourly rates of H&K being attached hereto as Exhibit A and incorporated herein by reference, and H&K shall provide Company with at least 30 days advance written notice of any and all changes to such standard hourly rates.

(c) H&K's staff time charges shall be applied against the Monthly Minimum payable by Company to H&K during the term hereof and, to the extent that H&K's staff time charges incurred in connection herewith exceed the Monthly Minimum amounts payable by Company to H&K hereunder, H&K shall bill Company for such excess.

(d) In addition, subject to the terms and conditions set forth below, Company shall reimburse H&K for all expenses incurred and paid by H&K in the performance of its duties hereunder, including without limitation the charges incurred for the physical sites of and meals to be served at the symposia, the fees and honoraria required by the speakers and panelists at the symposia, printing costs, and H&K's "Routine Disbursements" (described herein as H&K's travel expenses, local messenger services, in-house photocopying and long-distance telephone, telecopy, telex and postage charges) incurred and paid in connection with the Hitachi Symposia On Transportation. However, Company's obligation to pay directly or to reimburse H&K for any such expenses shall be subject in each instance to Company's prior written approval of such expenses or a mutually agreed budget for each such expense.

(e) In addition, except as to Routine Disbursements (as described above), Company shall pay to H&K a 15% handling and administration fee on all expenses incurred and paid by H&K in the performance of its duties hereunder; provided, however, that H&K shall, prior to the incurring and payment thereof, provide Company with advance written notice of all such expenses in excess of $250, and no handling or administration fees shall be due or payable by Company to H&K for any such expense which Company determines, in its sole discretion, shall be paid directly by Company to the obligee(s).

(f) All invoices from H&K to Company for the Monthly Minimum, excess time charges, reimbursement of expenses, and handling and administration fees, as set forth above, shall be payable by Company to H&K within 30 days after Company's receipt of each such invoice. In the event payment of any such invoice is not made by Company to H&K in a timely manner, a late payment penalty on the overdue and unpaid balance thereof, at the rate of 10% per annum, shall be due and payable from Company to H&K. In addition, Company agrees to reimburse H&K for all expenses (including reasonable attorneys' fees) incurred in the collection of any overdue and unpaid balance.

(g) H&K shall keep and maintain complete, accurate and itemized records of all time and expenses incurred by H&K in the performance of its duties hereunder and, upon the request of Company at any time and during normal business hours, H&K shall allow Company to examine and make photocopies of any all such records (not including H&K's salary data, H&K's overhead and other internal costs or expenses not billed to Company).

4. Confidential Information. With respect to the Hitachi Symposia On Transportation and otherwise, the parties hereto acknowledge that Company may be providing to H&K various information, documentation or materials which are confidential to Company.

(a) H&K shall not, at any time, during or after the term of this Agreement, use any of such information, documentation or materials other than in the performance of H&K's duties under this Agreement or under the Base Contract.

(b) Furthermore, H&K shall not, at any time, during or after the term of this Agreement, except as required by law, expressly or impliedly disclose any of such information, documentation or materials, or any copies, summaries or parts thereof, to any person, group or entity for any reason or purpose whatsoever.

(c) Upon any termination or expiration of this agreement, H&K shall immediately return to Company all such confidential documentation and materials, and copies thereof, which are in H&K's possession or under its control, and shall not retain in its possession or under its control any such documents or materials, or copies thereof, without the prior express written consent in each instance of Company.

5. Indemnifications.

(a) It is understood that H&K cannot undertake to verify all of the factual information as may be provided by Company to H&K (the "Hitachi Background Information"), which Hitachi Background Information may be included in materials prepared by H&K and approved by Hitachi in connection with the Hitachi Symposia On Transportation. Company agrees to indemnify

and hold harmless H&K from and against any and all losses, claims, liabilities, damages and expenses (including without limitation reasonable attorneys' fees) which H&K may incur as a result of the Hitachi Background Information not being accurate.

(b) H&K shall use its best efforts to comply with all applicable federal, state and local laws and regulations in performing any and all of its duties under this Agreement, and H&K agrees to indemnify and hold harmless Company for any and all losses, claims, liabilities, damages and expenses (including without limitation reasonable attorneys' fees) which Company may incur as a result of any failure of H&K to do so; provided, however, that the foregoing indemnity from H&K to Company shall in no way limit the indemnity provided by Company to H&K under paragraph 5(a) above.

6. Attorneys' Fees. In the event any action is instituted for any breach of or default in any of the terms or conditions of this Agreement, then the party in whose favor judgment shall be entered shall be entitled to have and recover from the other party all costs and expenses (including reasonable attorneys' fees) incurred in such action and any appeal therefrom.

7. Survival of Certain Provisions. Notwithstanding anything to the contrary contained herein, from and after the expiration or termination of this Agreement, Company and H&K shall continue to retain all of their respective rights and duties under Sections 4, 5, and 6 hereof, and all paragraphs thereunder.

8. Breach or Default. In the event of any material breach of any of the terms or conditions of this Agreement by either party hereto, the other party hereto, at its option, in addition to any of its other rights and remedies as a result thereof, may immediately terminate this Agreement, the Basic Contract and any and all other contracts which may have been entered into by and between the parties hereto.

9. Relationship Between Parties. Nothing in this Agreement shall be construed so as to give to either party hereto any rights as an employee, partner or joint venturer in the business or activities of the other party hereto or to entitle either party hereto to control in any manner the conduct of any such activities or business of the other party hereto.

10. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given on the date of delivery if delivered personally, or 48 hours after being duly sent by certified or registered United States mail, postage prepaid, to the addresses of the parties as hereinabove set forth, or to such other address of which notice is given hereunder.

11. Rights and Waivers. All rights and remedies of the parties hereto are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of any other rights or remedies or shall be deemed to limit or prejudice any other legal or equitable rights or remedies which either of the parties hereto may have. No party hereto shall be deemed to waive any rights or remedies under this Agreement unless such waiver is in writing and signed by such party. No delay or omission on the part of either party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

12. California Law. This Agreement, and all rights and duties hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of California. If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions hereof shall nevertheless be carried into effect.

13. Section Titles. Section titles contained in this Agreement are for convenience only, and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

14. Entire Agreement. This Agreement contains the entire contract by and between the parties hereto with respect to the subject matter hereof, and no change, modification, alteration or extension of this Agreement shall be valid unless made in writing and duly signed by both of the parties hereto. This Agreement supersedes any and all previous arrangements, understandings and agreements, written or oral, express or implied, if any, which may have been entered into by and between the parties hereto with respect to the subject matter of this Agreement, and any and all such previous arrangements, understandings and agreements, if any, are hereby cancelled and terminated in all respects.

15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns, except that neither party may assign its rights or delegate its duties under this Agreement without the prior express written consent in each instance of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 1st day of February, 1987.

HITACHI, LTD.,
a Japanese corporation ("Company")

By _____
Masayuki Kohama,
Senior Representative,
Los Angeles Office

HILL AND KNOWLTON, INC.,
a corporation ("H&K")

By _____
Authorized Officer

HILL AND KNOWLTON

Hill and Knowlton, Inc.
International Public Relations Counsel
5900 Wilshire Boulevard
Los Angeles, California 90036
213 937-7460

Hill and Knowlton, Inc.
Schedule of Billing Rates
(By Category)

Management (President or Executive Vice President)	$ 250.00 hr.
Senior Consultants (Senior Vice President, Vice President)	$ 150.00 to $ 195.00 hr.
Consultant	$ 135.00 to $ 140.00 hr.
Senior Account Supervisor	$ 110.00 to $ 120.00 hr.
Account Supervisor	$ 90.00 to $ 110.00 hr.
Senior Account Executive	$ 85.00 to $ 110.00 hr.
Account Executive	$ 75.00 to $ 85.00 hr.
Assistant Account Executive	$ 55.00 to $ 65.00 hr.
Senior Graphics Specialist	$ 75.00 hr.
Graphics Specialist	$ 45.00 hr.
Senior Researcher	$ 60.00 to $ 65.00 hr.
Researcher	$ 55.00 hr.
Secretary	$ 27.00 hr.
Intern	$ 12.00 hr.

February 10, 1987