U.S. Department of Ju
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	2. Registration No.
Hill and Knowlton, Inc. 420 Lexington Avenue, New York, NY 10017	3301

3. Name of foreign principal	4. Principal address of foreign principal
NEC Corporation	33-1, Shiba 5-chome Minato-ku, Tokyo 108, 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: N/A

a) Principal address

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

Foreign principal is a Japanese producer of telecommunications systems, semi-conductors, computers, and a supplier of industrial electronics equipment, office systems and consumer electronic goods.

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.)*

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-traded Japanese company, owned/directed/controlled by its shareholders, company directors and officers.

Date of Exhibit A	Name and Title	Signature
5/13/87	Alan Smith Senior Vice President	Alan Smith

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 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
Hill and Knowlton, Inc.	NBC Corporation

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 invoice the foreign principal on a monthly basis for the actual hourly charges of the registrant's officers and staff, billed at standard rates, participating on the account plus out-of-pocket expenses incurred. Out-of-pocket expenses will be billed at cost. Separate monthly invoices will be sent to the foreign principal for expenses incurred.

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CRIMINAL DIVISION

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

Registrant will handle public relations consulting activities on behalf of the foreign principal which may include information gathering and conducting a survey.

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.

Registrant may contact by telephone, written correspondence or personal visits appropriate media representatives. Contact may also be made with elected or appointed officials at local, state and federal government levels including various agencies therof in representing the public affairs interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
5/13/87	Alan Smith Senior Vice President	Alan Smith

[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.

HILL AND KNOWLTON

Hill and Knowlton, Inc.
420 Lexington Avenue
New York, N.Y. 10017
2 2-697-5600

Alan W. Smith
Senior Vice President

14 October, 1983

Mr. K. Shimbo
Assistant Manager
Public Relations Office
NEC Corporation
33-1, Shiba 5 -chome
Minato-ku, Tokyo 103
Japan

Dear Mr. Shimbo :

This is to summarize the arrangement under which Hill and Knowlton, Inc. will serve NEC Corporation as public relations / public affairs counsel.

As counsel, Hill and Knowlton, Inc. will :

1. advise the management of NEC Corporation on public relations / public affairs aspects of the company's policies and problems ;
2. carry out the approved public relations / public affairs program dated October 1983, entitled "Corporate Communications Recommendations for NEC Corporation"
3. provide additional staff services as may be required to help the company achieve its public relations / public affairs objectives.

A budget of US $ 111.800 has been approved for the four month period 1 December 1983 to 31 March 1984. This budget consists of US $ 88.000 for professional fees and US $ 23.800 for expenses.

Charges for the services of Hill and Knowlton, Inc. will be made at standard hourly rates for participating officers and staff assistants as they are required to carry out the programs and activities approved. Staff time charges will be billed at the end of each month in which they were incurred.

NEC Corporation will reimburse Hill and Knowlton, Inc. for all reasonable out-of-pocket disbursements made in the performance of its duties under this arrangement.

Hill and Knowlton, Inc. will maintain accurate records of all staff time work and all out-of-pocket expenditures incurred in behalf of NEC Corporation and will be prepared to supply any supporting detail required by NEC Corporation's

independent auditors. Authorization for projects and operating activities will be obtained in advance before commitments are made.

It is understood that Hill and Knowlton, Inc. cannot undertake to verify facts supplied to it by you or factual matters included in material prepared by us and approved by you. You agree to indemnify and hold harmless Hill and Knowlton, Inc. from and against any and all losses, claims, damages, expenses or liabilities which Hill and Knowlton, Inc. may incur based upon information, representations, reports, data or releases furnished or approved by you or your representatives for use or release by Hill and Knowlton, Inc. whether or not Hill and Knowlton, Inc. prepares or participates in the preparation of such material. You also agree to reimburse Hill and Knowlton, Inc. for expenses reasonably incurred by us in connection with any litigation commenced or threatended against you which involves us as public relations counsel.

This arrangement is to extend from 1 December 1983 to 31 March 1984, with an automatic renewal thereafter unless either party gives 60 days' advance notice of his desire to terminate or modify the agreement.

Sincerely yours,
Hill and Knowlton, Inc.

Alan W Smith

Alan W. Smith
Senior Vice President

Accepted by :

T. Sakairi — Nov. 10. 1983

General Manager, Public Relations Office
on behalf of NEC Corporation — Date