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

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. Washington, D.C. 20007

2. Registration No.
3301

3. Name of foreign principal
Bank of Credit and Commerce International

4. Principal address of foreign principal
100 Leadenhall Street
London EC3

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
☒ Corporation
☐ Association
☐ Committee
☐ Voluntary group
☐ Other (specify) _____

☐ Individual—State his nationality _____

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

a) Branch or agency represented by the registrant.

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

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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
Registrant is a privately held banking 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.

Privately held corpoaration owned and directed by its shareholders, all of whom are individuals.

Date of Exhibit A	Name and Title	Signature
December 7, 1988	Frank Mankiewicz Vice Chairman	

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.	Bank of Credit and Commerce International

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 staff services to advise and counsel the foreign principal.

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

Registrant will provide staff services to advise and counsel the foreign principal with respect to its public positions and statements.

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 [X] 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 representatives of the media and representatives of the business community in representing the public relations/public affairs interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
December 7, 1988	Frank Mankiewicz 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.

AGREEMENT

between

HILL and KNOWLTON INTERNATIONAL SA

and

BANK OF CREDIT AND COMMERCE INTERNATIONAL

1. APPOINTMENT AND PROGRAMME

This agreement confirms the appointment of Hill and Knowlton International SA, "Hill and Knowlton" of 5-11 Theobalds Road, London WC1X 8SH as Public Relations Consultants to Bank of Credit and Commerce International of 100 Leadenhall Street, to provide public relations service to Bank of Credit and Commerce International (BCCI). Hill and Knowlton International SA shall provide access to other Hill and Knowlton offices as appropriate.

2. COMMENCEMENT OF THE AGREEMENT

This agreement is to commence on October 14 1988. The agreement may, however, be terminated by either party giving not less than one month's written notice.

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3. FEES

Hill and Knowlton's consultancy fees, exclusive of VAT, are based on management, executive and administrative time, and will be calculated on the basis of staff-time incurred by executives at standard scale rates. The budgeted fee of £25,000 per month will be billed monthly in advance, and all staff-time in excess of this sum will be billed monthly in arrears.

4. DISBURSEMENTS AND EXPENSES

In addition to the consultancy fee, operating expenses and costs incurred on behalf of BCCI will be recharged monthly as and when incurred.

In accordance with the standard terms of the Members of The Public Relations Consultants Association, a handling charge of 17.65% will be added to all costs (excluding travel, accommodation and refreshments) incurred on behalf of BCCI which involve the use of outside suppliers.

A charge of 6.75% of the consultancy fee will be added for the use of Hill and Knowlton office services. This charge will cover the use of local telephone, telex, telefax, postage, photocopiers, newspapers and stationery.

VAT will be charged where appropriate.

When Hill and Knowlton is required to make any substantial payment or commitment on behalf of BCCI, an advance of funds may be requested.

5. PAYMENT TERMS

Payment of monthly fees is to be made in advance. Payment of invoices rendered in arrears is to be made strictly 30 days from date of invoice.

6. APPROVAL AND AUTHORITY

After obtaining general approval of campaign or project plans Hill and Knowlton will submit to BCCI for specific approval:

i) Draft press releases, articles, photographs and captions
ii) Copy, layouts, artwork and/or scripts
iii) Estimates of the cost of any items outside the programme.

Written or oral approval by BCCI of the drafts and proofs will be taken by Hill and Knowlton as authorisation to proceed to publication.

Hill and Knowlton will take all reasonable steps to comply with any requests from BCCI to amend or halt any plans or to reject or cancel any work in the process of preparation.

Any amendment or cancellation will be implemented by Hill and Knowlton only on the understanding that BCCI will be responsible for any costs or expenses incurred prior to or as a result of the cancellation or amendment, and which cannot be recovered by Hill and Knowlton.

7. CONFIDENTIAL INFORMATION

Hill and Knowlton acknowledge a duty not to disclose, without the permission of BCCI during or after their term of appointment, any confidential information resulting from studies or surveys commissioned and paid for by BCCI.

8. LEGAL LIABILITY

a) Professional Indemnity

BCCI shall indemnify and keep indemnified Hill and Knowlton from and against any and all proceedings, claims, damages, losses, expenses or liabilities which Hill and Knowlton may incur or sustain as a direct or indirect result of or in connection with any information, representation, reports, data or material (such material to include press releases, articles, copy,

scripts, artwork and detailed plans or programmes) supplied, prepared or specifically approved (as described in paragraph 1 of Clause 6) by BCCI, including liability under the Trade Descriptions Act 1968 or any other statutes and regulations.

b) Any property or information made available by BCCI to Hill and Knowlton for the purposes of demonstration or publicity or for any other purpose arising from or in connection with this agreement shall be and at all times remain at the sole and entire risk of BCCI, and Hill and Knowlton shall not be subject to any liability for it.

c) General Liability

Hill and Knowlton does not warrant or guarantee the success of the public relations programme and BCCI has the responsibility to check and be satisfied with regard to the public relations programme and the accuracy and veracity of statements contained therein. Hill and Knowlton will be entitled to rely on the information supplied by BCCI and will not be obliged to make further enquiry into the accuracy of such information, unless at the time of supplying such information to Hill and Knowlton, BCCI has specifically asked them to verify the accuracy thereof.

9. TERMINATION PROVISIONS

In the event of termination of this agreement for whatever reason, BCCI will be responsible for all fees payable hereunder to Hill and Knowlton, together with costs, expenses and disbursements incurred by Hill and Knowlton on behalf of BCCI up to and including any notice period.

10. LAW OF ENGLAND AND WALES

This agreement shall be construed, interpreted and applied in accordance with the Laws of England and Wales.

For and on behalf of Hill and Knowlton International SA

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Date 14 October 1988

For and on behalf of Bank of Credit and Commerce International

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Date 14. 10. 88.