FORM OBD - 67
JAN 1977

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

OMB [illegible]. 43-R0216
Approval expires Oct. 31, 1981

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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.
633 Third Avenue
New York, N. Y. 10017

2. Registration No. 2740

3. Name of foreign principal: Japan Trade Center

4. Principal address of foreign principal: 1221 Avenue of the Americas
New York, N.Y. 10020

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

- [X] 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.

Japan Trade Center

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

Mr. Takao Tominaga
Chief Executive Director

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

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

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.

Date of Exhibit A	Name and Title	Signature
1-22-82	Joel Tolman Asst Controller	Joel Tolman

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Form OBD-65
Rev. 4-27-77
(Formerly DJ-304)

OMB No. [illegible]35
Approv[illegible] Expires Oct. 31, 1981

UNITED STATES DEPARTMENT OF JUSTICE
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EXHIBIT B

TO REGISTRATION STATEMENT
Under 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. 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. **633 Third Avenue** **New York, N.Y. 10017**	**Japan Trade Center**

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.

Hill and Knowlton will counsel and assist with the visit to New York of Mr. Shintaro Abe, Minister of International Trade and Industry of Japan.

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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.

Hill and Knowlton will help prepare remarks for Mr. Abe for use at a luncheon of American businessmen in New York City in January. The firm will also counsell with respect to press activities during the Minister's visit to New York and prepare a booklet summarizing his remarks for distribution to a wide audience of opinion leaders in the U.S.

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.

Date of Exhibit B	Name and Title	Signature
1-22-82	Joel Salmon Assistant Controller	Joel Salmon

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
212-697-5600

Jerome V. Wattel
Senior Vice President

July 26, 1985

Mr. Mitsuaki Sato
Jetro New York
1221 Avenue of the Americas
New York, New York 10020

Dear Mr. Sato:

This is to summarize the arrangement under which Hill and Knowlton, Inc. ("H&K") will serve Jetro New York as public relations counsel.

As counsel, H&K will:

(a) Prepare appropriate press materials in Tokyo in connection with a major news announcement by the Japanese Government.

(b) Handle all details involved with the distribution of this news to appropriate U.S. print and broadcast media.

(c) Provide professional staff services as may be required to help carry out this program.

The financial arrangements will be as follows:

A. Jetro New York will pay H&K an advance retainer payment of $20,000. Charges for services of H&K calculated on the basis of standard hourly rates for participating officers and staff assistants will be applied against such retainer fee.

B. It is estimated that the entire assignment will entail costs of between $40,000 and $50,000.

C. In the event that staff time and out-of-pocket charges exceed $50,000 because of additional work or projects not included in the original estimate, any excess staff charges will be billed at the standard hourly rates.

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D. At the conclusion of this assignment, if Jetro New York and H&K determine to continue their relationship on the basis of a long-term (one-year) arrangement, any unused portion of the original retainer fee or additional deposits will be applied to offset staff time charges incurred pursuant to such arrangement.

E. Jetro New York will reimburse H&K for all reasonable out-of-pocket disbursements made in the performance of its duties under this arrangement and will pay H&K a 2½% handling and administrative fee on all such disbursements.

F. H&K will supply Jetro New York with an invoice indicating actual staff time charges, retainer and deposit balances, unreimbursed out-of-pocket disbursements, handling fees for unreimbursed and prepaid disbursements and charges or credits to the extent that actual disbursements differ from prepaid estimates. Amounts due pursuant to the invoice will be paid on or before its specified due date. In the event payment is not made in a timely manner, H&K will charge Jetro New York a late penalty of 1½% per month on any overdue and unpaid balance. Jetro New York agrees to reimburse H&K for all expenses (including reasonable attorneys' fees) incurred in the collection of any overdue and unpaid balance.

Hill and Knowlton, Inc. will maintain accurate records of all staff time work and all out-of-pocket expenditures incurred on behalf of Jetro New York. 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, from and against any and all losses, claims, damages, expenses (including reasonable legal expenses) or liabilities which Hill and Knowlton, Inc. may incur (a) 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, and (b) resulting from any and all actions performed by Hill and Knowlton, Inc. and/or its agents at the request of Jetro New York and/or within the scope of this agreement except for losses, claims, damages, expenses (including reasonable legal expenses) or liabilities attributable to Hill and Knowlton, Inc.'s negligence or willful misconduct. You also agree to reimburse Hill and Knowlton, Inc. for expenses (including legal expenses) reasonably incurred by us in connection with any litigation commenced or threatened against you which involves us as public relations counsel.

Any failure by either party to exercise any rights contained in this agreement upon the occurrence of any event or contingency set forth herein will not constitute a waiver of such rights upon the reoccurrence of such event or contingency.

This arrangement is to begin on July 26, 1985 with either party having the right to terminate this agreement on 10--days' advance notice, paying the fee, staff time and out-of-pocket charges incurred to the date of termination.

Sincerely yours,

Hill and Knowlton, Inc.

James A. Wattel

July 26, 1985
Date

Accepted by:

Jetro New York

_____

_____
Date