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

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.	Electronic Industries Association of Korea (EIAK)

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/public affairs assistance in preparing and disseminating press kits. Registrant will also develop a follow-up book. This agreement begins March 13, 1989 and will continue indefinitely. The cost of the above described assistance is $11,750.00 (U.S.)

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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.

Refer to #4 on previous page

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 officials of the Executive Branch and related federal agencies, and the Congress in representing the public relations/public affairs interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
3/28/89	Richard J. McElheny Senior Vice President	

[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
Public Affairs Worldwide Co.
Washington Harbour
901 31st Street, N.W.
Washington, D.C. 20007-3838
202-333-7400
Telecopy 202-333-1638
Telex 440143 HKDC

March 13, 1989

Mr. K. W. Han
Executive Vice Chairman
Electronics Industries Association of Korea
Electronic Bldg. 648
Yeogsam-Dong
Gangnam-Ku, Seoul Korea

Dear Mr. Han:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and EIAK ("Client") pursuant to which H&K will serve Client as public relations counsel.

1. **As counsel, H&K will:**

   (a) Prepare and disseminate press kits;

   (b) Develop a follow-up book;

   (c) Provide professional staff services as may be required to assist clients in the implementation of this project.

2. **Charges**

   Charges for the services of H&K will be made at H&K's standard hourly staff rates for participating executives and staff as the same are required to carry out the project. The total project budget shall not exceed ~~$11,250.00~~ $11,750.00 (SH)

   From time to time, H&K may be called upon to assist Client in connection with litigation commenced or threatened against Client (for example, in responding to a document subpoena). It is understood that H&K will be entitled to staff time charges and reimbursement of expenses for services rendered to Client in connection with such matters.

   Client will reimburse H&K for staff time and expenses incurred in order to comply on Client's behalf with the Foreign Agents Registration Act. It is understood that pursuant to such Act, H&K may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

Hill & Knowlton, Inc.

3. Billing

H&K is providing an invoice covering the cost of this project together with this contract. This invoice is due and payable upon receipt. In the event payment is not made within ~~thirty (30)~~ forty-five (45) days from receipt, H&K will be entitled to charge Client a late payment penalty of one and one-half percent (1 1/2%) per month on any overdue and unpaid balance. Client agrees to reimburse H&K for all expenses (including reasonable attorney's fees and disbursements) incurred in the collection of any overdue and unpaid invoices.

4. Records

H&K will maintain accurate records of all staff time work and out-of-pocket expenditures incurred on behalf of Client and, during the term of this agreement and for one year thereafter, Client may examine such records upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K's salary data, overhead and other internal H&K costs or nonbillable items.

5. Confidentiality

H&K acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by H&K on behalf of Client or disclosed by Client to H&K. Notwithstanding the above, H&K's obligation to maintain the confidentiality of any such information that it maintains in its possession or control, shall cease on the third anniversary of the termination of this agreement.

Hill & Knowlton, Inc.

6. Indemnity

It is acknowledged that H&K cannot undertake to verify facts supplied it by Client or factual matters included in materials prepared by H&K and approved by Client. Accordingly, Client agrees to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable attorney's fees and disbursements) or liabilities ("damages") which H&K may incur (i) as a result of any materials, releases, reports or information supplied to H&K by or on behalf of Client or prepared by H&K and approved by Client prior to its dissemination or broadcast; and (ii) except when attributable to H&K's failure to use due care, resulting from disputes between H&K and third parties related to and/or within the scope of this agreement. Client shall similarly indemnify and hold H&K harmless in respect to any damages arising out of the nature or use of Client's products or services.

7. Termination

H&K appointment under this agreement shall be effective as of March 13, 1989 and continue thereafter until terminated by either party. Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Client to H&K, H&K shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client.

8. Governing Law

This agreement will be governed and construed in accordance with the laws of the State of New York for contracts made and to be performed entirely in the State of New York.

If you are in agreement with the above, would you kindly sign both copies of this letter in the space provided for that purpose below and return one copy to Hill and Knowlton for our records.

Sincerely yours,

HILL AND KNOWLTON, INC.

Richard L. McElheny
Senior Vice President
Director, International and
Trade Policy Consulting

AGREED:

EIAK

By: Kyu Won Han
K. W. Han
Executive Vice Chairman
Date: _____

Hill & Knowlton, Inc.