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 regarding the monitoring of trade developments, publication of the newsletter and contacting individual decision makers and opinion leader to advance EIAK's interests. This agreement begins March 15, 1989 and ends March 14, 1990. The total cost of the described above assistance is $135,000 (U.S.). This agreement supersedes any previous agreements.

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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 XX 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 L. 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
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Washington, D.C. 20007-3838
202-333-7400
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Telex 440143 HKDC

AGREEMENT

FOR

Public Relations Counsel and Service

This Agreement is made and entered into as of this 15th day of March, 1989 by and between Electronic Industries Association of Korea, a non-profit organization representing Korea's Electronics Industries (the "EIAK") and Hill and Knowlton, Inc., a corporation organized under the Laws of District of Columbia, United States of America ("H&K").

The EIAK and H&K hereby agree that the following requirements constitute the premises upon which this Agreement is based and the reason for its execution and that such requirements are intended to be, and shall be construed as, part of this Agreement.

REQUIREMENTS

1. The EIAK desires that certain performances pertaining to the public relations counsel and services for the EIAK in the territory of the United States of America be executed pursuant to and in accordance with the Conditions of Agreement and the attached Appendix A.

2. Hill and Knowlton, Inc. has tendered a proposal to the EIAK for the execution of such obligations pursuant to and in accordance with the Conditions of Agreement and the attached Appendix A.

   The EIAK has accepted such proposal and now desires to engage "H&K" to execute the obligations on the terms and conditions set forth in this Agreement.

3. Hill and Knowlton, Inc. desires to accept such engagement and to execute such obligations pursuant to and in accordance with the Conditions of Agreement and the attached Appendix A.

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4. Hill and Knowlton agrees to cooperate and coordinate with the Korean Embassy in Washington, D.C. as may be required in performing functions outlined above.

5. Hill and Knowlton acknowledges that cooperation between EIAK and the Korean Embassy in Washington may require services including, but not limited to, exchange of information which Hill and Knowlton prepares for EIAK.

6. Hill and Knowlton recognizes that the services provided for EIAK and the Korean Embassy shall not exceed more than the scope of limitations set forth in this contract.

Hill & Knowlton, Inc.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Hill and Knowlton, Inc. ("H&K") hereby agrees to provide public relations counsel and services to the Electronic Industries Association of Korea ("EIAK"), as described in Appendix A.

   Hill and Knowlton's services may not be limited to those specified in Appendix A, but could include other related services at EIAK's written request.

2. The fee for Hill and Knowlton services will consist of the total hourly charges of officers and staff who participate on the account plus out-of-pocket expenses incurred on EIAK's behalf.

   It is agreed the total costs including fees and expenses will not exceed US $135,000 as specified in Appendix A.

   Hill and Knowlton will operate in principle within the framework of budgets as set forth by category in Appendix A.

   Hill and Knowlton hereby acknowledges that work other than Appendix A shall only be carried out by the request of EIAK with written approval of cost.

   Any work carried out by Hill and Knowlton without EIAK's written instructions or directions shall not be paid by EIAK.

3. For activities outlined in Appendix A there shall be two (2) installment payments for fees and out-of-pocket expenses of US $67,500 each. The first installment will be paid within 45 days after contract signing and the remaining installment will be paid on ~~July 1~~, 1989.
   September 15 (BJ)

Hill & Knowlton, Inc.

4. Any amounts past due for more than sixty (60) days will incur a carrying charge of one-half percent (1 1/2%) per month.

   In addition Hill and Knowlton will have the right to suspend all work on EIAK's account in the event that any invoice remains outstanding for a period of more than sixty (60) days.

5. Hill and Knowlton activities hereunder on behalf of EIAK shall be subject to all applicable U.S. laws, including the Foreign Agent Registration Act and the Foreign Corrupt Practices Act.

   As applicable and pursuant to such laws, it is understood Hill and Knowlton may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

   However, information of confidential nature or deemed detrimental to EIAK shall not be included in such reports under any circumstances unless Hill and Knowlton considers that the inclusion of such information is required by law.

6. Hill and Knowlton cannot independently verify factual material provided by EIAK and therefore EIAK will indemnify and hold harmless Hill and Knowlton for any claim, loss, damage, expense or other legal liability based upon information, representations, proposals, reports, news release or other material provided by EIAK or produced by Hill and Knowlton for EIAK's use.

7. Hill and Knowlton will provide monthly progress reports covering all areas of the program plus occasional reports when deemed necessary.

   It is understood that both fees and expenses are combined under each heading of activities as set forth in Appendix A.

Hill & Knowlton, Inc.

8. This contract shall be effective for a one-year period beginning March 15, 1989 and ending March 14, 1990.

However, in the event that EIAK fails to collect funds in time, EIAK reserves the right to terminate the contract, effective the beginning of the second half of the contracted period, subject to thirty (30) days prior notice to such effect.

If notice of termination is not given by either party in writing thirty (30) days prior to the expiration date, the contract will be extended, and may thereafter be terminated upon thirty (30) days' notice in writing by either party.

If the contract is extended, advance payments will continue as provided herein.

9. This agreement represents the entire agreement of the parties and may be amended only in writing signed by all parties.

It shall be governed by and construed in accordance with the laws of the State of New York in effect from time to time, including, but without limitation, to the Foreign Agents Registration Act and the Foreign Corrupt Practices Act.

Hill and Knowlton, Inc.
By: _____
Richard L. McElheny
Senior Vice President
Director, International &
Federal Affairs Division
H&K/Washington Operations

Accepted:

ELECTRONIC INDUSTRIES ASSOCIATION OF KOREA

By: _____
K. W. Han
Executive Vice Chairman

Date: March 15, 1989

Hill & Knowlton, Inc.

APPENDIX A: AGREEMENT BETWEEN

THE ELECTRONIC INDUSTRIES ASSOCIATION OF KOREA

AND

HILL AND KNOWLTON PUBLIC AFFAIRS WORLDWIDE

1. EIAK Newsletter

Format: Standard newsletter format of 4 pages

Frequency: Quarterly (February, May, August, November)

Circulation: Approximately 2,000 trade/high techonology policy decision makers

Cost:
- Graphics, typesetting, printing...US $3,000
- Postage and handling.....US $2,000
- Editing (Copyrighting to be done by Hill and Knowlton while raw data and drafts will be provided by the EIAK) US $2,500
- Total Cost Per Issue US $7,500

Plus mailing list updates US $ 750

Total Cost Per Year (Four Issues) US $30,750

2. Monitoring Reports and Individual Contacts

Hill and Knowlton will monitor trade and high-tech policy developments, particularly with regard to import restrictions. Hill and Knowlton also will recommend actions EIAK should take in order to advance and defend its trading interests in the United States. Hill and Knowlton's findings and recommendations will be submitted via telex or facsimile to the EIAK every two weeks. Casual reports will be submitted when deemed necessary.

Aimed at monitoring the feasibility of further trade disputes, Hill and Knowlton will provide EIAK with the specific statistics such as importation from Korea, import figures of other high ranking countries based on U.S. classification and the movements of import-market share in the United States. The related items and other details will be indicated by EIAK and this report shall be made on a monthly basis. We anticipate that ten products from Korea and three other countries will be monitored.

Cost: US $60,000 over one year from March 15, 1989 to March 14, 1990.

Hill & Knowlton, Inc.

3. Individual Contacts

Hill and Knowlton will expand contacts with key decision makers, opinion leaders, and allied association executives on a regular/ irregular basis for purposes of establishing (1) improved public and government relations to advance EIAK's interests with regard to matters at issue and other significant issues and (2) the basis for new joint ventures and other business relationships.

Total Cost: US $44,250 over one year from March 15, 1989 to March 14, 1990.

TOTAL: US $135,000

Hill & Knowlton, Inc.