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: Matra Aerospace, Inc.

4. Principal address of foreign principal: Suite 1102
1213 Jefferson Davis Hwy.
Arlington, Virginia 22202

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

☐ Foreign government

☐ Foreign political party

XX Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

XX 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.

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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 wholly-owned subsidiary of Matra Group, a French corporation. Principal is a diversified high-tech company dealing in defense technology, aerospace and electrical components.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes XX 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.)*

Foreign principal is a wholly-owned subsidiary of Matra Group, a French corporation, and operates out of its office in Arlington, Virginia, U.S.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.

N/A

| Date of Exhibit A | Name and Title | Signature |
|---|---|---|
| May 31, 1989 | Charles R. Pucie, Jr.<br>Senior Vice President | |

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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

| Name of Registrant | Name of Foreign Principal |
|---|---|
| Hill and Knowlton, Inc. | MATRA Group |

Check Appropriate Boxes:

1. [XX] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three 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 three 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 the 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 general public relations/public affairs counsel and services.

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

Registrant will assist with financial communications for foreign principal. Registrant will also distribute material to the press and communicate with United States officials.

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 Executive Branch officials or Congressional members and their staffs in representing the public relations/public affairs interests of the foreign principal.

| Date of Exhibit B | Name and Title | Signature |
|---|---|---|
| June 1, 1989 | Charles R. Pucie, Jr.<br>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, Inc.
International Public Relations Counsel
420 Lexington Avenue
New York, New York 10017
212-697-5800

**Robert W. Taft**
Managing Director

May 26, 1989

M. Thierry Funck-Brentano → Answer H&K (see p. 3)
Senior Vice President,
Communications and Human Resources
MATRA Group
4, rue de Presbourg
Paris 75116
France

RECEIVED INTERNAL AFFAIRS DEPT. JUN 6 '89 DEPT. OF JUSTICE

Dear Mr. Funck-Brentano:

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

1. Services

As counsel, H&K will:

(a) Advise MATRA Group management on public relations (and information agent) aspects of MATRA Group's policies and problems;

(b) Develop for MATRA Group's approval and implementation, a program designed to achieve MATRA Group's communications objectives.

(c) Provide professional staff services as may be required to assist MATRA Group in the implementation of its program.

2. Charges

(a) At the time of signing of this agreement, MATRA Group will pay H&K a non-refundable minimum deposit of U.S. $25,000 towards work related to the special project. Depending on the duration or intensity of the assignment, H&K may require additional deposits in an amount which H&K estimates to correspond with anticipated staff time charges to be incurred. However, MATRA Group will pay H&K in advance for media costs, other advertising costs, individual disbursements in excess of $1,000, and any other extraordinary disbursements, on the basis of reasonable estimates (as provided, whenever possible, by the relevant supplier or vendor). H&K

will apply staff time charges against these deposits until accrued staff time charges equal said deposits. Any additional H&K staff time charges will be billed at the completion of the assignment.

(b) In addition to staff time charges, MATRA Group will pay H&K the cost of all materials, services and rights obtained by H&K from third party suppliers on MATRA Group's behalf, plus a 15% handling and administration fee on all such disbursements. In obtaining such materials, services and rights, H&K will act as agent for MATRA Group as disclosed principal.

(c) MATRA Group acknowledges that H&K's services in its behalf, [may result in special benefit to MATRA Group (e.g., substantial increase in revenues, enhancement of public image and reputation, etc.) or] [may require H&K to render services in a 'crisis' or similar situation requiring an unusual expenditure of time and/or effort by H&K personnel.] In respect of any of the foregoing circumstances, H&K reserves the right to take such factors into account when determining its fees hereunder.

(d) From time to time, H&K may be called upon to assist MATRA Group in connection with litigation commenced or threatened against MATRA Group (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 MATRA Group in connection with such matters.

(f) MATRA Group will reimburse H&K for time of staff and expenses incurred in order to comply on MATRA Group'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.

(g) At the conclusion of this assignment, if MATRA Group and H&K determine to continue their relationship on the basis of a long-term (minimum 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.

3. Billing

H&K will invoice MATRA Group for its fee (net of deposits) and out-of-pocket expenses from time-to-time or after

the conclusion of the assignment. ~~In the event payment is not made within thirty (30) days from receipt, H&K will be entitled to charge MATRA Group a late payment penalty of 1 1/2% per month on any overdue and unpaid balance.~~ MATRA Group agrees to reimburse H&K for all expenses (including reasonable attorneys' fees and disbursements) incurred in the collection of any overdue and unpaid invoices.

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4. Records

(a) H&K will maintain accurate records of all staff time work and out-of-pocket expenditures incurred on behalf of MATRA Group, and, during the term of this agreement, and for one year thereafter, MATRA Group 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 non-billable expenses.

(b) If requested, copies of supplier invoices and other back-up materials in support of H&K's out-of-pocket charges of $100 or more will be included with H&K's end-of-month invoices. Depending on the volume of material requested a handling fee between $100 - $300 will be charged per month. MATRA Group shall give H&K's financial accounting department at least one full month's prior notice of desire to receive such supporting documentation.

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 MATRA Group or disclosed by MATRA Group 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.

6. Indemnity

It is acknowledged that H&K cannot undertake to verify facts supplied to it by MATRA Group or factual matters included in material prepared by H&K and approved by MATRA Group. Accordingly, MATRA Group agrees to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable attorneys' 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 and approved by MATRA Group 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. MATRA Group shall similarly indemnify and hold H&K harmless in respect to any damages arising out of the nature or use of MATRA Group's products or services.

7. Termination

H&K's appointment under this agreement shall be effective as of May 26, 1989 and continue thereafter through the completion of the assignment. Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by MATRA Group to H&K, H&K shall transfer, assign and make available to MATRA Group all property and materials in its possession or control belonging to MATRA Group.

You agree that you will not employ, hire or retain, as an employee, agent, independent contractor or otherwise, any person employed by us for a period of one year after termination of this agreement.

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 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 us for our records.

Sincerely yours,

HILL AND KNOWLTON, INC.

Date: May 26, 1989

AGREED:

MATRA Group

Date: MAY 30, 1989