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
Approval Expires Oct. 31, 1983

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.
420 Lexington Avenue
New York, N.Y. 10017

2. Registration No.
3301

3. Name of foreign principal
The Wine From Chile Quality Export Committee

4. Principal address of foreign principal
Manuel Montt 037
Suite #308
Santiago, Chile

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 ☒ Committee

☐ Corporation ☐ Voluntary group

☐ Association ☐ 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

To promote the export of wines of Chile to the U.S.

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
9-23-39	Joel Salman, Asst. Cont.	Joel Salman

U.S. Department of J[illegible]
Washington, DC 205[illegible]

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.	The Wine From Chile Quality Export Committee

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.

To promote the wines of Chile through U.S. beverage/food trade and consumer media, special events and advertising.

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REGISTRATION UNIT

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

To assist in the promotion of the wines of Chile in the U.S. through tastings/ seminars in Boston, New York, Chicago, Washington, D.C., Florida and Texas. To develop media kit containing press releases, backgrounders and photographs of products. To develop an information booklet on the wines of Chile. To organize and attend an orientation trip to Chile for trade press and wine influentials from U.S. To develop trade advertising of Chilean wines for placement in industry trade publications.

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.

On behalf of the foreign principal, registrants may contact by telephone, written correspondence or personal visits, appropriate media representatives, elected or appointed officials at local, state and Federal Government levels including various agencies thereof, or officials of the executive branch or Congress in representing the public relations, public affairs interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
9-18-89	Joel Salman Assistant Controller	Joel Salman

[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

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Hill and Knowlton, Inc.
International Public Relations Counsel
420 Lexington Avenue
New York, New York 10017
212-936-0100

September 22, 1989

Senor Alfonso Larrain
Legal Representative
The Wine From Chile Quality Export Committee
Manuel Montt 037
Suite #308
Santiago, Chile

Dear Mr. Larrain:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and the Wine From Chile Quality Export Committee ("Client") pursuant to which H&K will serve client as public relations counsel.

1. As counsel, H&K will:

   (a) Advise client management on public relations aspects of client's policies and problems;

   (b) Implement a program using Hill and Knowlton's best efforts, designed to assist client in achieving its communications objectives. These objectives broadly include creating positive media coverage of client's products and product awareness among target publics so as to create a favorable marketing climate;

   (c) Provide professional staff services as may be required to assist client in the implementation of its program;

   (d) Be responsible for obtaining the written approval of an authorized representative of Client for all written materials intended for external distribution.

2. Charges and Billing

   Charges for the services of H&K will be made at H&K's then current standard hourly staff rates for participating executives and staff as the same are required to carry out the programs and activities of outlined above.

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(a) At the beginning of this agreement, Client will pay H&K a retainer deposit of U.S. $250,000 to be applied against staff time charges and program expenses actually incurred. On or before October 31, 1989, Client will pay H&K an additional retainer of U.S. $150,000.

(b) On a monthly basis, H&K will report to client it's actual staff time charges for the preceding month as well as program related expenses. The total amount of staff time fee charges and expenses will be charged against the retainer(s) paid by Client. The excess of fee and expense charges above the retainer(s), if any, will be invoiced to and paid by Client. The excess of retainer(s) above the fee and expense charges, if any, will be carried over by H&K until the end of the program and then rebated to client.

As part of program related expenses, Client will pay H&K the net cost of all materials, services and rights obtained by H&K from third party suppliers on client'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 client as disclosed principal.

Also included as part of program-related expenses, Client will reimburse H&K for the net cost of all routine out-of-pocket disbursements such as travel, local messengers, in-house photocopying and ordinary communications (telephone, telex and postage).

(c) Client will reimburse H&K for staff time and expenses incurred, out of the budget given above, 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. This provision shall survive the expiration of the agreement.

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3. Budget

Attached is a proposed budget (Exhibit "A") for public relations services to be provided by H&K to client during the period September 1, 1989 through December 31, 1989.

At the beginning of the program, Client will advance to H&K an amount equal to U.S. $250,000 as a partial retainer against this budget. A second partial retainer of U.S. $150,000 will be paid by client on or before October 31, 1989.

H&K acknowledges its responsibility to not exceed the established budget without first notifying client and receiving written consent of client to do so.

4. Records

H&K will maintain accurate records of all staff time work and out-of-pocket expenditures incurred on behalf of client. During the term of this agreement and for one year thereafter, client may examine such records upon reasonable notice and during normal business hours. Staff charges and out-of-pocket program expenses will be detailed and summarized to client, consistent with H&K billing practice, while H&K will retain the supporting documentation. It is understood that the foregoing right to examine records does not include H&K's salary data, overheads, costs related to other clients of H&K, and other internal H&K costs or non-billable 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 the client or disclosed by client to H&K. Notwithstanding the

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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 client or factual matters included in material 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 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 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. Ownership of Materials

Upon expiration 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, United States of America, for contracts made and to be performed entirely in New York State.

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9. Entire Agreements

This agreement is the full and complete understanding of both parties and may not be modified except by written agreement signed by both parties.

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 H&K for our records.

Sincerely yours,

HILL AND KNOWLTON, INC.

Date: September 22, 1989

AGREED:

WINE FROM CHILE QUALITY EXPORT COMMITTEE

By: _____

Date: September 26, 1989

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EXHIBIT A

ESTIMATED BUDGET

SEPTEMBER THROUGH DECEMBER 1989

	Staff Time	Out-Of-Pockets	Total
Counseling and Administration (Includes ongoing program counseling and coordination; liaison with and counseling of JWT/ Santiago; account management; administrative duties; meetings and conference calls; telephone and air freight; program analysis and reporting; clipping service, etc.)	$ 40,000	$ 8,000	$ 48,000
Information Kit (Includes development of written materials, reproduction of existing photography, production of stationery and pocketed folder, etc.)	15,000	15,000	30,000
"Wines From Chile" Booklet (Includes writing, production and printing of booklet)	25,000	40,000	65,000

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	Staff Time	Out-Of-Pockets	Total
Familiarization Trip (Includes research, planning, guest selection, overall trip coordination and liaison with JWT/Santiago, etc. Estimated costs based on five guests)	$ 15,000	$ 25,000	$ 40,000
Tastings/Seminars (Includes site selection, invitations, catering, decor, liaison with affiliate Hill and Knowlton offices, and on-site supervision. Estimated costs based on 25-30 guests. Recommend one tasting in each of seven markets.)	31,500	38,500	70,000
P.R. TOTALS	126,500	126,500	253,000
Advertising (Includes securing space in four leading trade publications, artwork creation, design and production)	15,000	132,000	147,000
ADVERTISING TOTALS	15,000	132,000	147,000
GRAND TOTALS	$141,500	$258,500	$400,000