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, New York 10017

2. Registration No.
3301

3. Name of foreign principal
Finland Promotion Board

4. Principal address of foreign principal
Finland Promotion Board
c/o The Finnish Foreign Trade Assoc
Arkadian Katu 4-6B
0001 Helsinki 10, Finland

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:

a) Branch or agency represented by the registrant. N/A

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:

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

To promote and enhance the image of Finland around the world.

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.)*

The Finland Promotion Board is an umbrella organization consisting of the Finnish Ministry for Foreign Affairs, The Finnish Foreign Trade Association, The Finnish Tourist Board, Finnfacts Institute and Finnair. These organizations are mostly quasi-governmental (meaning that they are in part funded by the government), but clearly, the Ministry For Foreign Affairs is solely a government branch.

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.

Functions as a partnership with the principal contact being The Ministry of Foreign Affairs.

Date of Exhibit A	Name and Title	Signature
10/23/90	Joel Salman Assistant Controller	Joel Salman

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Washington, DC 20530

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.	Finland Promotion Board.

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.

On behalf of the Foreign Principal, registrant will act as public relations counsel which includes the following activities: media relations, strategic counseling, investment and trade promotion and media monitoring.

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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

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, registrant 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
10/23/90	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 the 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
212-697-5600

Peter G. Osgood
Vice Chairman

June 5, 1990

Mr. Pertti Huitu
Chairman of the
Finland Promotion Board
c/o The Finnish Foreign Trade Association
Arkadiankatu 4-6B
P.O.B. 908
00101 Helsinki 10, Finland

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Dear Mr. Huitu:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and the Finnish Foreign Trade Association for the Finnish Promotion Board ("Client") pursuant to which H&K will serve Client as public relations counsel.

1. Services

As counsel, H&K will:

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

(b) Develop for Client's approval and implementation, a program designed to achieve Client's communications objectives;

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

[(d) Description of additional programs or services to be provide by H&K.]

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 programs and activities within the budget approved by Client.

time spent by H&K in connection with such matters. This provision shall survive the expiration or earlier termination of this agreement.

(e) From time to time, H&K may be called upon to render services that do not fall within the scope of this agreement, such as, in the case of a "crisis" or extraordinary situation requiring an unusual expenditure of time and/or effort by H&K personnel. If such a situation arises, a separate letter of agreement will be prepared and H&K, in conjunction with the client, will take into consideration such extraordinary factors in determining the rates or fee to be charged.

[(f) 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.]

3. Billing

(a) On or before the following dates, H&K will invoice and Client will advance to H&K the following sums:

June 1st	-	$39,000
September 1st	-	$39,000
December 1st	-	$13,000

Following the conclusion of each calendar month, H&K will provide Client with a statement of staff time charges actually incurred during such month. At the termination of this agreement, H&K will provide Client with a reconciliation statement of actual staff time charges incurred and Three Monthly Advances paid and any overpayment or underpayment shall be promptly adjusted between the parties.

(b) On or before the first day of each three month period, H&K will submit its invoice(s) for the appropriate Three Monthly Advance, which will be payable on or before the tenth (10th) day of such month. Invoices for purchased materials, services and rights, and reimbursement for routine disbursements, will be submitted at the end of each three months following the period to which

The maximum total budget for the seven months' program in 1990 is the equivalent of FIM 500.000, i.e. US dollars 126.000. The total budget is divided as follows:

(a) Dollars 91.000 in seven months altogether, which makes dollars 13.000 per month, for fee.

Client will advance to H&K an amount equal to $13,000 per month to be applied against H&K's staff time charges. Such "Monthly Fee" advances will be made in accordance with this schedule:

June 1st (3 months)	-	$39,000
September 1st (3 months)	-	$39,000
December 1st (1 month)	-	$13,000
		$91,000

(b) Dollars 35.000 in seven months, which makes dollars 5000 on an average per month, for expenses.

In addition to staff time charges, 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 and disclosed principal.

(c) 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.)

These maximum charges expressed in (a) and (b) shall not be exceeded unless specifically agreed upon beforehand with the Finnish Foreign Trade Association.

(d) From time to time, H&K may be called upon to respond to or 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 or

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

At the beginning of each three months' period, Client will advance to H&K a three months' fee, dollars 39.000.

(c) After a three months' period, H&K will bill the expenses actually incurred during the period.

4. Records

(a) 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, overheads and other internal H&K costs or non-billable items.

(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 for an additional handling fee of $500 per month. Client 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 responsibilities, 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.

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 disbursements) or liabilities ("damages") which H&K may incur (i) as 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. This provision shall survive the expiration or earlier termination of this agreement.

7. Termination

H&K's appointment under this agreement shall be effective as of June 1, 1990 and continue thereafter until terminated by either party upon not less than sixty (60) days' written notice to the other.

It being understood that H&K has invested substantially in personnel and facilities to properly service Client, and so as to prevent economic hardship to H&K, H&K shall be entitled to just and equitable compensation in the event of termination by Client. Accordingly, should Client terminate this agreement, Client shall pay H&K for each month of the notice of termination period the greater of (i) the Monthly Fee set forth in paragraph 2.(a) above or (ii) the average of client expenditures (i.e. fees and staff time charges) for the two (2) month period immediately preceding

the date on which termination notice is given.

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 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

HILL AND KNOWLTON, INC.

Peter G. Logothetis

Date: 6/5/90

AGREED:
Finnish Promotion Board

By: [signature]

Date: 90-18-6