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

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 Genreral 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 .49 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.

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

JNSEC

4. Principal address of foreign principal

6F. Urban Toranomon Bldg.
16-4 Toranomon
1-chome, Minato-ku, Tokyo
105, Japan

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

[ ] Foreign government

[ ] Foreign political party

[X] Foreign or [ ] domestic organization: If either, check one of the following:

[ ] Partnership

[ ] Corporation

[X] Association

[ ] Committee

[ ] Voluntary group

[ ] Other (specify) _

[ ] Individual- State his nationality _

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

N/A

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals.

N/A

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

JNSEC promotes dissemination activities with regards to the stimulation of foreign semiconductor sales, thereby promoting international cooperation concerning semiconductors and thus aiming at the establishment of smooth international relations in the semiconductor field.

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.)*

JNSEC is subsidized in part by the Japanese government through the Ministry of International Trade and Industry. Approximately one-third of their funding is provided by MITI.

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.

JNSEC is a non-profit, private foundation controlled by an elected board of directors, who are representatives from both Japanese and American Corporations

Date of Exhibit A	Name and Title	Signature
February 15, 1991	Mary Carlisle Account Supervisor	Mary Carlisle

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 Genreral 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.	JNSEC

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 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.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

JNSEC is planning a symposium -"International Cooperation in the Semiconductor Industry Toward Mutual Prosperity"- featuring speakers from both Japan and the U.S. They will be discussing various issues pertinent to the semiconductor industry as a whole and international markets in specific.

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

Hill and Knowlton will organize the symposium for INSEC, scheduling location and all associated logistics i.e. food, AV equipment, etc. (see contract for details).

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 [ ] No [X]

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.

Date of Exhibit B	Name and Title	Signature
February 15, 1991	Mary Carlisle Account Supervisor	Mary Carlisle

[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.
2350 Mission College Boulevard
Suite 1100
Santa Clara, CA 95054-1532
408-496-6511

LETTER OF AGREEMENT

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REGISTRATION

December 27, 1990

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and INSEC ("Client") pursuant to which H&K will serve client as organizer of the INSEC Symposium to be held on February 5, 1991 in California. The symposium comes under 1990 INSEC business of promoting international cooperation concerning semiconductors. Client enters into the Agreement by receiving the assistance of the Japan Keirin Association through its Machine Industry Promotion Funds.

1. **Services**

As organizer, H&K will:

(a) book space, arrange conference, breakfast, lunch and drinks;

(b) prepare mailing list, dispatch invitations and follow-up

(c) arrange translators, audio/visual equipment, reception, and staffing;

(d) coordinate with speakers.

(e) prepare reports (proceedings), mail them to attendees and to mailing list provided by client

(f) provide professional staff services as may be required to implement the symposium

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 approved by Client.

HILL AND KNOWLTON

(a) At the beginning of the term of this agreement, client agrees to pay H&K $50,000 in advance to be applied against staff time charges for client's account.

(b) At the end of the term of this agreement, client agrees to pay H&K the balance of staff time charges and expenses, out-of-pocket disbursements such as travel, local messengers, in-house photocopying and ordinary communications (telephone, telex and postage) upon submission of detailed time and expense reports (with receipts) by H&K. H&K agrees that the total amount billed to client shall not exceed $90,000.

(c) 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 as disclosed principal.

(d) 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).

(e) 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.

(f) Client shall be solely responsible for payment of any VAT taxes, excise taxes or other such withholdings or levies of any sort which might apply to the billings of H&K to the Client. H&K will be entitled to receive full payment, in currency of the United States and within the United States, of its invoices hereunder, without offset or withholding. Should this provision be subsequently determined to be enforceable by law and a deduction or withholding found to be mandatory, H&K shall be entitled to retroactively adjust its billings to such a level whereby it will receive from Client an amount of netproceeds equivalent to its original gross billings.

3. **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 at H&K's offices in New York 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) 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 an H&K's invoice issued at the end of the term of this agreement.

4. **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.

5. **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. This provision shall survive the expiration or earlier termination of this agreement.

HILL AND KNOWLTON

6. Termination

H&K's appointment under this agreement shall be effective as of December 9, 1990 and terminate when all the copies of Symposium proceedings are mailed out.

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.

7. Governing Law

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

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.

Bruce O. LeBoss

1/21/91

date

AGREED:

INSEC

1/21/91

date