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, NW; Washington, DC 20007

2. Registration No.
3301

3. Name of foreign principal
Republic of Poland's Ministry of Finance

4. Principal address of foreign principal
Ministry of Finance
Republic of Poland

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 _____

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

a) Branch or agency represented by the registrant. Ministry of Finance

b) Name and title of official with whom registrant deals. Krzyoztof Krowacki
Minister of Finance

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

N/A

a) Principal address

b) Name and title of official with whom 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

n/a

b) Is this foreign principal n/a

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.)*

n/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
March 3, 1994	Jeffrey B. Trammell Senior Vice President	J B Trammell

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
Approval Expires Nov. 30, 1993

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.	Republic of Poland's Ministry of Finance

Check Appropriate Boxes:

1. ☒ 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 public relations/public affairs services and counsel.

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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.

Registrant will provide staff services to develop and implement public relations/public affairs programs for the foreign principal.

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 ☐

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 other personal visits to 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
March 3, 1994	Jeffrey B. Trammell Senior Vice President	Jeffrey B. Trammell

[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.

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HILL AND KNOWLTON

Hill and Knowlton, Inc.
International Public Relations Counsel
420 Lexington Avenue
New York, New York 10017
212 697-5600

November 16, 1993

Mr. Krzyoztof Krowacki
Ministry of Finance
Republic of Poland

Dear Mr. Krowacki:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K"), and the Ministry of Finance ("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.

H&K will not undertake any services without a specific written authorization for such services from Client indicating the scope of services to be performed and an account of the fees and expenses anticipated to be incurred in connection therewith.

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2. **Charges**

Charges for the services of H&K will be made at H&K's standard hourly staff rates as set forth in the attached schedule for participating executives and staff as the same are required to carry out the programs and activities approved by Client.

(a) 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. In obtaining such materials, services and rights, H&K will act as agent for Client as disclosed principal.

(b) 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); provided, however, that all travel expenses reimbursed under this paragraph 2 (b), other than routine shuttle trips between New York and Washington, D.C., must be approved in advance by the Client.

(c) From time to time, H&K may be called upon to 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 authorized by and rendered to Client in connection with such matters. This provision shall survive the expiration or earlier termination of this agreement.

(d) Client will reimburse H&K for reasonable 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. At least 15 days prior to the submission of any such report to a U.S. government regulatory agency or the release of such report to the public, H&K will make such report available to Client for Client's review and comment. In addition, prior to the submission by H&K of the initial report required at the time of execution of this agreement under the Foreign Agents Registration Act, H&K will make such report available to Client for Client's review and approval, so long as the exercise of such approval right does not act to impede H&K's obligations under such Act.

(e) Client shall be solely responsible for payment of any VAT taxes, excise taxes or other such withholdings or levies imposed by the Republic of Poland 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 unenforceable by law and a retroactive 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 net proceeds equivalent to its original gross billings.

3. Billing

H&K shall submit invoices for the services rendered to Client under this agreement on a monthly basis, which invoices shall specify the details of the services performed, the details of staff time spent by H&K personnel furnishing such services and any disbursements incurred in accordance with paragraph 2 together with such supporting documents and/or information as Client may reasonable request. Client shall have the right to question such details if they are different from those calculated by Client. Client shall pay the amount payable under such invoice within thirty (30) days from receipt by telegraphic transfer to H&K (Firstar Bank of Milwaukee, Milwaukee, Wisconsin, U.S.A.; ; account name: Hill and Knowlton, Inc.; account . or such other bank account as may be requested by H&K; provided, however, that if any item on such invoice is questioned or contested by Client, Client shall notify H&K as to such item and Client my deduct the amount thereof pending resolution of the matter, without delay in the payment of the other items on such invoices. All costs associated with any bank transfer and incurred at Client's bank shall be for Client's account and all costs incurred at H&K's bank shall be for H&K's account.

4. Records

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 three years 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.

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 information or data developed by H&K on behalf of Client or disclosed by Client to H&K, except as otherwise required by Law or agreed in writing by Client. 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 in writing 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 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 in writing by Client prior to its dissemination or broadcast, which, when taken as a whole in light of all surrounding circumstances, was materially incorrect on the date as of which such materials, releases, reports or information were dated. 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 November 16, 1993 and continue thereafter until terminated by either party for any reason upon not less than thirty (30) days' written notice to the other.

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 the State of 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.

By: Kenneth L. Altman
Executive Vice President

Date: November 16, 1993

AGREED:

Ministry of Finance

By: _____

Date: March 1, 1994.