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.
466 Lexington Avenue
New York, NY 10017

2. Registration No.
3301

3. Name of foreign principal
South African Tourism Board

4. Principal address of foreign principal
500 Fifth Avenue
New York, NY 10110-0002

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. Tourism-South African Tourism Board

b) Name and title of official with whom registrant deals. Michael Jackson, Regional Director, North America

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

a) Principal address N/A

b) Name and title of official with whom 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

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.)*

1. SATOUR is the tourism arm of the South African government.
2. SATOUR, headquartered in Pretoria, South Africa, is directed by the South African government.
3. same as above.
4. SATOUR receives funding from the South African government.

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
12/16/94	Blythe Reiss Senior Vice President	Blythe C Reiss

*U.S. Government Printing Office: 1993 — 342-487/72127

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.	South African Tourism Board

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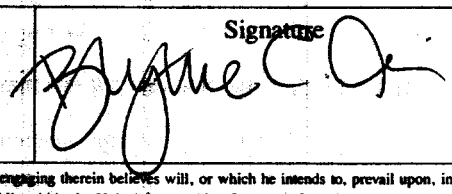
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

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 ☒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.

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
December 16, 1994	Blythe Reiss 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.

*U.S. GPO: 1992-312-332/61638

HILL AND KNOWLTON

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

Blythe C. Reiss
Senior Vice President

September 14, 1994

Mr. Michael Jackson
Regional Director, North America
South African Tourism Board
500 Fifth Avenue
New York, New York 10110-0002

Dear Michael:

This is to summarize the arrangement under which Hill and Knowlton, Inc. ("H&K") will serve SATOUR as special project public relations counsel.

As counsel, H&K will:

(a) Develop and finalize field story ideas for ABC/GOOD MORNING AMERICA for upcoming series planned for air February 1995.

(b) Provide professional staff services as may be required to help the firm carry out its program.

Charges for the services of H&K will be made at H&K's standard hourly staff rates for participating staff and in compliance with the fees discussed with you:

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(a) ~~SATOUR will pay H&K a deposit of $5,000 ("the Deposit") to be applied against staff time charges actually incurred. [Staff charges as outlined in our July 14 memo will not exceed $60,030 without prior written approval from you.]~~

(b) SATOUR will reimburse H&K for the net cost of all routine out-of-pocket disbursements such as travel (not paid directly by you), local messengers, in-house photocopying and ordinary communications (telephone, telex and postage).

In addition SATOUR will pay H&K the net cost of all materials, services and rights obtained by H&K from third party suppliers on SATOUR'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 SATOUR as disclosed principal.

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(c) H&K will provide SATOUR with monthly invoices of staff time charges actually incurred during each month of the project's activity. ~~To the extent that actual staff~~ time charges shall exceed the Deposit paid, such additional charges will be promptly paid over to H&K by SATOUR. Additional deposits may be required in the event services requested of H&K are expected to exceed the ~~total~~ of prior deposits.

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At the termination of this agreement, H&K will provide SATOUR with a reconciliation statement of actual staff time charges, out-of-pocket expenses, and Deposits paid. Any overpayment or underpayment shall be promptly adjusted between the parties.

SATOUR agrees to pay a late penalty of 1 1/2% per month on any overdue and unpaid balance not paid on or before its specified date.

H&K will maintain accurate records of all staff time work and all out-of-pocket expenditures incurred on behalf of SATOUR. Authorization for projects and operating activities will be obtained in advance before commitments are made.

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 SATOUR or disclosed by satour to H&K.

It is understood that H&K cannot undertake to verify facts supplied to it by you or factual matters included in material prepared by us and approved by you. You agree to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable legal expenses) or liabilities which H&K may incur (a) based upon information, representations, reports, data or releases furnished or approved by you or your representatives for use or release by H&K and/or (b) resulting from disputes between H&K and third parties related to and/or within the scope of this agreement except where attributable to H&K's failure to use due care.

You also agree to reimburse H&K for time of staff and expenses (including legal expenses) reasonably incurred by us in connection with any litigation commenced or threatened against you (for example, in responding to a document subpoena) or in connection with collection of any over due or unpaid balance.

H&K's appointment under this agreement shall be effective as of September 15, 1994 and continue through March 1, 1995.

This agreement will be governed and construed in accordance with the laws of 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. [You can fax a copy to me at 212-210-8334.]

Sincerely,

Blythe Reiss
Senior Vice President
For: Hill and Knowlton, Inc.
Date: September 14, 1994

Michael Jackson
Regional Director, N.A.
South African Tourism Board
Date: 11-2-94

ESTIMATED BUDGET FOR DEVELOPMENT & EXECUTION OF GOOD MORNING AMERICA SERIES OF TAPED FEATURES ON SOUTH AFRICA

ACTIVITY	STAFF TIME	OUT-OF-POCKETS
PHASE ONE		
Proposal to GOOD MORNING AMERICA Meeting with Phil Beuth to discuss potential feature coverage. Follow-up negotiations to secure commitment for five or more taped features of approximately five minutes each for air in February	$2,000	----
Conducting extensive on-line search of potential feature subjects for "GMA" science and general correspondents	1,500	1,000
Reading research material and selecting most interesting stories and people to profile. Crafting proposal for show review	5,000	75
Providing SATOUR with ad equivalency, audience delivery, and other information to help support government funding of this project	500	
	9,000 4,500 4,500 — REDUCTION AS PER TELEPHONE DISCUSSION	
PHASE TWO		
Supplemental Story Research & Development Work with SATOUR (in South Africa & New York) to prepare additional ideas for GOOD MORNING AMERICA'S review	3,000	
Conduct additional database search	1,000 - 1,500	750
Read new material and develop story summary of story ideas and potential experts	2,000	
Pre-interview, where possible, experts and prepare backgrounders (along with phone numbers) so GMA can conduct own preliminary interviews by telephone	2,000 - 2,500	300
Prepare production notebook for show review (includes newspaper & magazine clips, brochures, and other information)	750	200
Provide on-going expertise to GMA and coordinate with SATOUR as needed	2,500	

-- more --

ACTIVITY	STAFF TIME	OUT-OF-POCKETS
Conduct meetings [by phone & in-person] with GMA producers to discuss every stage of story development and refinement	3,500 - 5,000	250
Logistical Story Set-Up & Coordination Work with SATOUR, which will handle contacting airlines, hotels, ground transportation companies, and supervise organization of all logistical arrangements, and review itineraries & general hosting plans, etc.	2,500 - 3,000	----
Brief/coordinate on regular basis with local S.A.-based SATOUR media expert who will travel with GOOD MORNING AMERICA on actual shoot	2,500 - 3,000	
Initial Scout Trip by Hill and Knowlton New York media expert will spend a minimum of five days in South Africa scouting locations and visiting with interview subjects recommended to show, making refinements/additional recommendations to GMA as appropriate [No charge for travel time.]	9,400+	TBD
On-going Liaison With SATOUR/New York Providing regular updates on story set-up, new story ideas, logistical issues, etc.	3,000 - 4,000	250
SUBTOTAL	$36,650 - $41,150 ~~$41,150 - $45,650~~	*$2,850*
[1]On-Site Production Support If Hill and Knowlton handles trouble-shooting, hosting and coordinating of GMA shoot for 10 days, the estimated time at this juncture, this will be the required fee [Note: If travel takes place over weekend, there will be no charge for staff time against hours to/from U.S.]	18,880	TBD
TOTAL	*[1]$60,030 - $64,530*	*[1]$2,825*

[1] Applicable only if SATOUR is unable to provide seasoned media professional to handle.
[2] OOPs do not include H&K travel and related expenses. OOPs also do not include GMA travel costs.