U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration, supplemental statement exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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.**
600 New Hampshire Ave., NW
Washington, DC 20037

2. Registration No.
3301

2. Name of foreign principal
Royal Netherlands Embassy

4. Principal address of foreign principal
Press and Cultural Department
4200 Linnean Ave., NW
Washington, DC 20008

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

☒ 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 nationality _____

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REGISTRATION SECTION

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

a) Branch or agency represented by the registrant. **Royal Netherlands Embassy**

b) Name and title of official with whom registrant deals. **Madelien A.J. de Planque**

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

Formerly OBD-67

FORM CRM-157
SEP. 1996

8. If the foreign principal is not a foreign government or a foreign political party,

N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
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 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 must 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	Name and Title	Signature

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to 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. One original and two legible photocopies of this form shall be filed 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, supplemental statement exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Hill and Knowlton, Inc.	**3301**

3. Name of Foreign principal
Royal Netherlands Embassy

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CRM/ REGISTRATION UNIT

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by referenced in such correspondence.

6. ☐ 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 expenses, if any, to be received.

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

Hill and Knowlton will provide counsel and assistance regarding media relations for foreign principal.

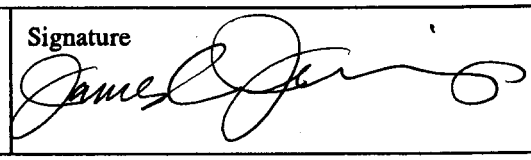
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See item 7

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

To be determined.

Date of Exhibit B	Name and Title	Signature
		

Footnote: Political activity is defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the Untied 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 interests, policies, or relations of a government of a foreign county or a foreign political party.

ROYAL NETHERLANDS EMBASSY
Press and Cultural Department
4200 Linnean Avenue, N.W.
Washington, D.C. 20008
tel. (202) 244 5300
fax (202) 537 5124

No.: PCZ-132

Washington, D.C., February 26, 1998

Subject: Agreement

Dear Ms. Campbell Ruszkowski

With reference to your letter of February 19, please find attached a signed contract and an initial advance check of $ 25,000.
I am looking forward to receiving in the next few days Phase One work plan you mentioned in your letter.

Sincerely yours,

Madelien de Planque

Madelien A. J. de Planque
Counselor for Press, Public and Cultural Affairs

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CRM/ICS
REGISTRATION UNIT

HILL & KNOWLTON

Hill and Knowlton
Public Affairs Worldwide Co.
600 New Hampshire Avenue, N.W.
202 333-7400 Phone
202 333-1638 Fax

February 19, 1998

Royal Netherlands Embassy
4200 Linnean Avenue, NW
Washington, D.C. 20008

ATTENTION: Ms. Madelien A.J. DePlanque
Counselor for Press, Public and Cultural Affairs

Dear Ms. DePlanque:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and Royal Netherlands Embassy ("Client") pursuant to which H&K will serve Client as public affairs counsel.

1. **As counsel, H&K will:**

(a) Advise Client on public relations and public affairs aspects of the Client's policies and activities;

(b) Provide professional staff services to assist Client in the development and implementation of a program to meet the communications needs of Client as follows:

(i) Phase One to consist of an analysis of the Embassy's communications requirements, recommendations for future actions, and development of a work plan to implement these recommendations;

(ii) Phase Two to consist of implementation of this work plan, with specifications, supervision and budget to be mutually agreed upon by Hill and Knowlton and client. It is understood that certain implementation activities may need to be undertaken before the completion of Phase One.

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. Standard staff rates are outlined in Attachment A to this agreement.

(a) With the execution of this agreement Client will pay H&K an initial advance (the "Initial Advance") of $25,000 to be applied against staff time charges actually incurred for Client's account. Such advance is estimated to be sufficient to cover one month of staff time and will include completion of Phase One. H&K estimates monthly staff time charges to range between $20,000 and $25,000 depending upon the programs implemented.

(b) 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 out-of-pocket disbursements. In obtaining such materials, services and rights, H&K will act as agent for Client as 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).

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

(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 made available to the public.

3. Billing

H&K will apply staff time charges and expenses incurred against the Initial Advance until it is exhausted. A detailed invoice showing staff time charges and out-of-pocket charges incurred will be submitted at that time along with a detailed activity report. At that point H&K will determine what if any additional funds will be needed to carry out the agreed upon programs and communicate such to Client. During all stages thereafter a detailed monthly activity report and financial status report will be submitted to Client. An advance equal to the agreed upon amount will invoiced at that time. H&K will invoice Client for reimbursable expenses outlined in sections 2(b) and 2(c) in the month following the month the expenditure was incurred.

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 collection of any overdue and unpaid invoices.

H&K reserves the right to suspend or terminate all service to Client, without liability for any and all damages or losses that are incurred or may by incurred by Client as a direct or indirect result of such suspension or termination of service, in the event that any invoice for staff time charges, reimbursable expenses and reimbursable out-of-pocket expenses is unpaid 45 days from the date of the invoice.

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 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, overhead 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 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 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.

7. Termination

H&K's appointment under this agreement shall be effective on the date the agreement is signed and the Initial Advance is received by H&K and continue thereafter until terminated by either party upon not less than thirty (30) days' written notice to the other. Suspension or termination of service by H&K as described in Section 3 of this agreement is not subject to 30 days advance written notice.

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. Any unexpended monies held by H&K after a final financial reconciliation is completed will be returned to Client.

8. Applicable Law

H&K activities hereunder on behalf of Client shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. As applicable and pursuant to such laws, it is understood that H&K may be making reports of its activities to appropriate U. S. government regulatory agencies and that such reports will be made available to the public. Client agrees to reimburse H&K for staff time and expenses incurred in order to comply on Client's behalf with the Foreign Agents Registration Act.

9. **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.

Sincerely yours,

HILL AND KNOWLTON, INC.

Thomas L. Buckmaster
Chairman, Hill & Knowlton Public Affairs Worldwide Co.
Date: February 19, 1998

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.

AGREED:

Royal Netherlands Embassy

By: M. A. J. de Planque

Title: Counselor for Press, Information and Culture

Date: 2-26-1998

Royal Netherlands Embassy
February 19, 1998
Attachment A

The Team

Tom Buckmaster	$ 350
Frank Mankiewicz	$ 435
Tara Campbell Ruszkowski	$185
Jessica Berk	$185
Support Staff	$55