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
600 New Hampshire Ave., NW
Washington, DC 20037

2. Registration No.

3301

2. Name of foreign principal

The Region of Brussels - Capital

4. Principal address of foreign principal

The Minister of the Economy of the Region Brussels – Capital
Immeuble Stephanie 1
Avenue Louise 54, boite 12
1050 Brussels
Belgium

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 _____

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

a) Branch or agency represented by the registrant. The Minister of the Economy of the Region of Brussels-Capital

b) Name and title of official with whom registrant deals. H.E. Jos Chabert, Minister of the Economy

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

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
November 10, 1998	Mr. Gary G. Hymel Vice Chairman	Gary G. Hymel

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 **Hill and Knowlton, Inc**	2. Registration No. **3301**

3. Name of Foreign principal
The Region of Brussels - Capital

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.

Registrant will provide counsel and assistance regarding media relations.

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.

N/A

Date of Exhibit B	Name and Title	Signature
November 10, 1998	Gary G. Hymel Vice Chairman	Gary G. Hymel

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.

AGREEMENT

BETWEEN

THE REGION OF BRUSSELS-CAPITAL
Represented by the Minister of the Economy,
Mr. J. Chabert,

Referred to hereinafter as "The Region",

AND

HILL & KNOWLTON
Represented by

Referred to hereinafter as "The Consultant",

IT HAS BEEN AGREED AS FOLLOWS:

Article 1: Purpose of the agreement

Co-ordination of the mission of the Minister of the Economy, Mr. J. Chabert, to the United States in order to promote the Region of Brussels-Capital

This co-ordination includes the following tasks:

- Practical organisation:
  - mailings
  - drafting documents giving information on Brussels, the Minister's message
  - etc.

- Organisation of press coverage:
  - announcement of the Minister's visit
  - organising interviews with the various media (TV, ...)
  - preparing a press pack

- Use of data bank proper to Hill & Knowlton
  - guarantee of the presence of potential investors
  - guarantee of effective contacts
  - organisation of meetings with CEOs and briefings and meetings with various Eminent Persons
  - etc.

Finally, Hill & Knowlton shall be required to set up a budget including all these items, plus projected expenses, which shall form part of the budget package set forth in this agreement. Please see annexed document.

Article 2: Legal provisions

This agreement is governed by the Law of 24 December 1993 on public works, public supply and public service contracts as published in the "Moniteur Belge" of 22nd January 1994.

Article 3: Duration on the brief

This agreement will commence upon signing and will terminate on 30th November 1998.

Article 4: Cost of the brief and payment procedure

The amount of the financial intervention by the Region is fixed at a flat-rate fee of US$ 65,000. An advanced payment of US$ 20,000 will be made at the start of the agreement.

The remaining US$ 45,000 will be paid upon completion of the project by end of the agreement period.

Arrangements will be made with the Belgian Consulate or Embassy for any third party expenses.

The following payment procedure shall apply:

Payments will be made to account N° 1233424403 (ABA N° 121000358) upon presentation of an invoice in triplicate.

Article 5: Budget Allocation

The amount of the financial intervention as specified in Article 4 shall ***be*** booked to the Ministry of the Brussels Region's budget 1998 allocation 11.51.12.04.

Article 6: Confidentiality and ownership

All interim and final results relating to the brief, the purpose of which is set forth in Article 1 of this agreement, remain the full and rightful property of the Region. In this respect, the Consultant shall take all the measures required to safeguard the confidentiality of the results.

The Consultant may not use all or some of the said documents unless he has received prior written authorisation from the Region.

However, the Consultant may quote the brief by way of reference.

Article 7: Miscellaneous provisions

All notifications and other correspondence relating to this agreement shall be considered duly made if sent by the contracting parties to the following addresses:

1. For the Region:

The Minister of the Economy of the Region of Brussels-Capital
For the attention of Mr. J. Chabert
Immeuble Stéphanie 1
Avenue Louise 54, boîte 12
1050 Brussels
Belgium

2. For the Consultant:

Jessica Berk
Hill and Knowlton, Inc.
600 New Hampshire Avenue, NW
6th and 7th Floors
Washington, DC 20037

Article 8: Disputes

Any disputes in connection with the implementation of this agreement shall be submitted to the Courts of Brussels.

Done at Brussels in triplicate on

For the Region of Brussels-Capital,
The Minister of Economy

On behalf of Hill and Knowlton Inc.,
Elaine Cruikshanks, Managing Director,
Hill and Knowlton International Belgium

ANNEX

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and Office of the Minister of Brussels ("Client") pursuant to which H&K will serve Client as media relations counsel.

1. As counsel, H&K will:

   (a) Provide client with media relations in conjunction with the delegation's visit;

   (b) Provide logistical support for meeting and events;

   (c) Conduct business and financial community outreach;

   (d) Creating public relations messages and preparing the materials which will deliver the message

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 hourly staff rates are outlined in Attachment A to this agreement. Charges are:

   (a) 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. Said hourly charges for staff services shall not exceed $65,000 per the life of this contracted project without Client's prior approval.

   (b) 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.

   (c) 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 fees to be charged.

   (d) 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

Please refer to Article 4 of the contract

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 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. Disputes will be submitted to the courts of Brussels.

9. Governing Law

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

ATTACHMENT A

Hill & Knowlton

Standard Hourly Rate Schedule

August 11, 1998

Chairman	$350
Vice Chairman	$435
Executive Managing Director	$350
Senior Managing Director	$225-$300
Managing Director	$175-$225
Senior Account Supervisor	$175
Account Supervisor	$150-$175
Senior Account Executive	$135-$145
Account Executive	$120
Assistant Account Executive	$95
Account Coordinator	$45