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

Ministry **of Finance, Chile**

4. Principal address of foreign principal

Teatinos 120

Santiago, Chile

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. **Ministry of Finance**

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

Mr. Andreas Bauer, Representative, Ministry 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

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
4/19/99	**Jeffrey B. Trammell, Senior Managing Director**	J B Trammell

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
Ministry of Finance, Chile

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.

Date of Exhibit B	Name and Title	Signature
4/19/99	**Jeffrey B. Trammell, Senior Managing Director**	Jeffrey B. Trammell

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.

Juan C. Cappello
President and
Managing Partner
Latin America

HILL & KNOWLTON

Hill and Knowlton Latin America
International Public Relations/Public Affairs
466 Lexington Avenue
New York, NY 10017
212 885-0334

April 5, 1999

Argentina
Buenos Aires
Brazil
São Paulo
Chile
Santiago de Chile
Mexico
Mexico City
United States
Atlanta
Chicago
Detroit
Ft. Lauderdale
Houston
Irvine
Los Angeles
New York
Pittsburgh
Sacramento
San Francisco
San Juan
Tampa
Washington
Canada
Montreal
Ottawa
Toronto
Europe
Amsterdam
Athens
Barcelona
Brussels
Budapest
Frankfurt
Helsinki
London
Madrid
Milan
Moscow
Paris
Prague
Riga
Stockholm
Tallinn
Middle East
Dubai
Jeddah
Manama
Asia
Beijing
Guangzhou
Hong Kong
Kuala Lumpur
Shanghai
Singapore
Taipei
Tokyo
Australia and New Zealand
Canberra
Melbourne
Sydney
Auckland
Wellington

Ministry of Finance, Chile
Teatinos 120
Santiago, Chile
Attention: Mr. Andreas Bauer

Dear Mr. Bauer:

We are delighted to have the opportunity to provide professional communications services to Ministry of Finance, Chile. Enclosed are two copies of our Professional Services Agreement which, when signed, will serve as the continuing contract between your Ministry and our Company.

If you find it satisfactory, please sign both copies on behalf of Ministry of Finance, Chile and return one copy to me. In the meantime, and in order to allow us to begin work immediately, I am including in this letter the principal terms of our engagement.

As requested, from time to time, Hill and Knowlton, Inc. will furnish Ministry of Finance, Chile a wide range of public relations/public affairs services. Prior to undertaking any project on your behalf, we will provide you with a detailed description of our services and an estimate of our charges and anticipated costs.

We will be compensated at our standard rates for professional and staff time services and for out-of-pocket expenses.

In keeping with industry practice, we require that Ministry of Finance, Chile hold us harmless from any loss we may incur as a result of any materials or information which you supply to us, or from materials prepared by us or other communications efforts that are approved by you, except when directly attributable to our failure to use due care.

You may terminate our appointment at any time on thirty (30) days' notice.

Mr. Bauer, if you are in agreement with the above, please sign the enclosed copy of this letter and return it to me as soon as possible so that we may begin work.

Thank you for selecting Hill and Knowlton, Inc. We look forward to a long and fruitful relationship.

Very truly yours,

HILL AND KNOWLTON, INC.

_____
Name

_____
Title

_____
Date

MINISTRY OF FINANCE, CHILE

By:

_____
Name

_____
Title

_____
Date

Juan C. Cappello
President and
Managing Partner
Latin America

HILL & KNOWLTON

Hill and Knowlton Latin America
International Public Relations/Public Affairs
466 Lexington Avenue
New York, NY 10017
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April 5, 1999

Argentina

Brazil
São Paulo
Chile
Santiago de Chile
Mexico
Mexico City
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Atlanta
Chicago
Detroit
Ft. Lauderdale
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Irvine
Los Angeles
New York
Pittsburgh
Sacramento
San Francisco
San Juan
Tampa
Washington
Canada
Montreal
Ottawa
Toronto
Europe
Amsterdam
Athens
Barcelona
Brussels
Budapest
Frankfurt
Helsinki
London
Madrid
Milan
Moscow
Paris
Prague
Riga
Stockholm
Tallinn
Middle East
Dubai
Jeddah
Manama
Asia
Beijing
Guangzhou
Hong Kong
Kuala Lumpur
Shanghai
Singapore
Taipei
Tokyo
Australia and New Zealand
Canberra
Melbourne
Sydney
Auckland
Wellington

Ministry of Finance, Chile
Teatinos 120
Santiago, Chile
Attention: Mr. Andreas Bauer
Representative, Ministry of Finance, Chile

Dear Mr. Bauer:

This will serve as the agreement pursuant to which Hill and Knowlton, Inc. ("H&K") will serve as professional communications counsel to Ministry of Finance, Chile ("Client").

1. **Services**

As requested by Client from time to time, H&K will furnish such public relations/public affairs services as are ordinarily provided by a full-service professional communications company. Prior to undertaking specific tasks/assignments, H&K will provide Client with a detailed description of services and an estimate of our charges and anticipated costs.

2. **Charges**

(a) Upon acceptance of this agreement Client will pay H&K an advance of $25,000 to be applied against staff time charges actually incurred for Client's account ("Advance"). The estimated value of this contract is for approximately US$50-75K representing stage I of an agreement for public relation services outside Chile for the Ministry of Finance of Chile.

(b) Charges for H&K's services will be made at H&K's then standard hourly rates for participating professionals and other staff as required to carry out the programs and tasks approved by Client.

(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 fifteen (15) percent handling and administration fee. 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 travel and accommodation expenses undertaken on Client's behalf, previously as approved by the Client as well as all routine out-of-pocket disbursements, such as postage, courier, in-house photocopying, and ordinary communications (telephone, facsimile, and e-mail).

(e) H&K may be called upon to assist Client in responding to 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 fee to be charged.

It is acknowledged that such circumstances may require H&K to commence services before H&K and Client shall have completed a separate agreement. Accordingly, Client's instruction to H&K to commence such services will constitute Client's commitment to pay H&K's standard crisis rates therefore subject to equitable adjustment upon execution of a definitive agreement with respect to such services.

(f) H&K may be called upon to respond to or assist Client in connection with litigation commenced or threatened against Client by third parties (for example, in complying with a document subpoena). It is understood that H&K will be entitled to staff time charges and reimbursement of out-of-pocket expenses for services rendered to Client, or time spent by H&K in connection with such matters.

(g) 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.

(h) 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 unenforceable 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 net proceeds equivalent to its original gross billings.

3. **Payment Terms**

(a) Following the conclusion of each calendar month, H&K will provide Client with an invoice, payable within ten (10) days, for actual staff time (less the Advance), third-party expenditures, travel/accommodation costs, and routine out-of-pocket disbursements recorded during such month. [In anticipation of extraordinary expenses or time to be incurred on your behalf, we shall have the right to require the up-front payment of certain charges.]

(b) In the event payments due H&K are not made in accordance with the terms stated in Clause (a) above, H&K will be entitled to charge Client a late penalty of 1½ percent per month on any overdue and unpaid balance. Client agrees to reimburse H&K for all expenses (including reasonable attorney's fees and disbursements) incurred in the collection of any overdue and unpaid invoices.

(c) H&K reserves the right to suspend or terminate all service to Client without liability resulting directly or indirectly from such suspension or termination, in the event that any undisputed invoice or any undisputed portion of any disputed invoice for staff time charges, third-party expenditures, travel/accommodation or out-of-pocket charges or costs remain unpaid forty-five (45) days from the date of invoice.

(d) Without limiting the foregoing, we reserve the right in the case of any delinquency of Client's payments or any impairment of Client's creditworthiness, to change the requirements as to terms of payment under this agreement.

4. **Records**

(a) H&K will maintain accurate record of all staff time and third-party 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, where such records are regularly maintained 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) If requested, copies of supplier invoices and other back-up materials in support of H&K's third-party expenditures of $500 or more will be included with H&K's end-of-month invoice.

5. **Confidentiality**

H&K acknowledges its responsibility, both during and after the term of its engagement hereunder, to exercise reasonable care to preserve the confidentiality of any proprietary or confidential information or data developed by H&K on behalf of Client in the course of its services hereunder, or disclosed by Client to H&K. H&K's obligation under the foregoing sentence shall not extend to:

- Information that is in the public domain at the time of disclosure to H&K or which enters the public domain through no fault of H&K;
- Information that is in the possession of H&K or its employees at the time of disclosure to H&K;
- Information that H&K, or its employees, receives from a third party under no obligation of confidentiality to Client; and
- Information which is required to be disclosed pursuant to any court order or directive having the force of law.

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 attorney's 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 by Client prior to dissemination, publication or broadcast, except when directly attributable to H&K's failure to use due care. Client shall similarly indemnify and hold H&K harmless in respect of any damages arising out of the nature or use of Client's products or services.

7. **Ownership Of Materials**

(a) All materials submitted or developed by H&K for Client and any other tangible work product produced by H&K specifically on behalf of Client during the term of this Agreement (collectively, "Materials"), shall, as between H&K and Client, be deemed Client's property exclusively (subject, however, to any licensed third-party rights retained therein), provided that Client pays for such Materials and, before this agreement is terminated, Client either uses the Materials at least once, or indicates in writing to H&K its intention to use them. Otherwise, such Materials are, as between H&K and Client, H&K's property exclusively.

All such Materials belonging to Client which are eligible for copyright protection in the United States or elsewhere, shall be deemed works made for hire. If any such Materials are deemed for any reason not be a work made for hire, H&K, without further consideration, hereby assigns all such rights, title and interest in the copyright of Materials to Client, and H&K agrees, at the request and expense of Client, to execute and deliver such documents and instruments as shall be necessary to evidence Client's ownership and copyright interest therein.

(b) The foregoing clause (a) shall not apply to the extent that Materials or works created or prepared by H&K on behalf of Client consist of material that was owned by, or licensed to, H&K, prior to its execution of this Agreement and any computer software or elements thereof that may have been developed by H&K in connection with its services hereunder, which shall remain H&K's property.

8. **Duration**

(a) H&K's appointment under this Agreement shall be effective as of April 5, 1999 and continue thereafter until terminated by either party upon not less than thirty (30) days' written notice to the other.

(b) The rights, duties and responsibilities of H&K and Client shall continue through the thirty-day notice period, including H&K's right to receive our fee compensation (if any) for each calendar month (or pro-rata portion thereof for any partial calendar month) occurring during said period.

(c) 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. Client will assume H&K's liability under and indemnify H&K with respect to all outstanding contracts and authorized commitments made on Client's behalf.

9. **Non-Solicitation of Employees**

Both parties agree that they will not, during the term of this Agreement, and for a period of one year thereafter, employ or retain any person (other than a respondent to a general solicitation or employment search assignment) who is then, or at any time during the preceding six months, was an employee of, or consultant to, the other, or persuade, or attempt to persuade any employee of, or consultant to, the other, to terminate his/her employment or consultancy with such other party.

10. **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.

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.

11. **Arbitration**

Any dispute arising out of this Agreement or the matters contemplated herein will be determined by arbitration in the Hill and Knowlton New York office before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties, and judgement may be entered therein in any court of competent jurisdiction.

12. **Miscellaneous**

This Agreement constitutes the entire understanding between H&K and Client and supersedes any and all prior Agreements, whether oral or written, relating to the subject matter, including without limitation that certain Letter of Agreement dated April 5, 1999. This Agreement may not be assigned by either party without the express written consent of the other. It may be modified or amended only by a written document signed by each of the parties. The provisions of paragraphs 2(e), 5, 6, 7, 9, 10, and 11 will survive the expiration or earlier termination of this Agreement.

If you are in agreement with the above, would you kindly sign both copies of this letter in the space below and return one copy to me for our records.

Once again, we thank you for selecting Hill and Knowlton, Inc., and we look forward to working with you and all of your colleagues at Ministry of Finance, Chile.

Sincerely,

HILL AND KNOWLTON, INC.

_____

Juan C. Cappello
President and Managing Partner
Latin America
April 5, 1999

Agreed:

MINISTRY OF FINANCE, CHILE

By:

_____

Name

_____

Title

_____

Date