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
DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.
461 PARK AVENUE S. - 12TH FLOOR
NEW YORK, NY 10016

2. Registration No.
4777

3. Name of foreign principal
Invest in Finland Bureau

4. Principal address of foreign principal
Aleksanterinkatu 17
Helsinki, Finland

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 _____

2001 MAR 19 AM 9:45
REGISTRATION UNIT
CRIMINAL DIVISION

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

a) Branch or agency represented by the registrant.

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

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

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

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.)*

Business Prospecting

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.

Date of Exhibit A	Name and Title	Signature
6/21/00	Joan Amato, Controller	Joan Amato

*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, 1986

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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Development Counsellors Int'l.	Invest in Finland Bureau

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 two 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 two 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 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.

Communications Program to tell Finland's business story in North America

CRM/155
REGISTRATION UNIT
2001 MAR 19 AM 9:45

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

a. Arrange Press trip for US Journalists
b. Conduct a business survey

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.

Date of Exhibit B	Name and Title	Signature
6/21/00	Joan AMATO Controller	Joan Amato

[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 [illegible]eign policies of the United States or with reference to the political or public interests, policies, or relations of a [illegible]ment of a foreign country or a foreign political party.

Attachment to the Agreement

Development Counsellors International 461 Pa Avenue South, New York, NY 10016
Phone (212) 725-0707 Fax (212) 725-2254 E-mail ec dev@dc-intl.com / Website: www.dc-intl.com

June 13, 2000

Ms. Sirkka Aura
Ms. Pirkko Karlsson
Invest in Finland Bureau
Aleksanterinkatu 17, P.O. Box 800
FIN-00101 Helsinki
Finland

RE: A Six-Month Communications Program to ell Finland's Business Story in North America

Dear Sirkka and Pirkko:

Following our meeting this afternoon, we're most p ased to present a results-oriented communications program on behalf of the Invest in inland Bureau.

2001 MAR 9 AM 9:45
REGISTRATION UNIT

Per your feedback we've designed this effort as a si -month program focusing on three major initiatives:

- Press trip focusing on US journalists who cover he healthcare industry.
- Survey of both journalists and site selection intermediaries to determine perceptions and misperceptions of Finland's business climate.
- Limited placement program to meet the editorial needs of journalists planning to cover Finland's dramatic technology story.

We're hopeful that our presentation will lead you to conclude that DCI is indeed an exceptionally good fit with IFB -- taking into account our agency's unique expertise in economic development marketing and public relations, our references from major clients we've served in the past (both in the U.S. and Europe), and the range of contacts that we have in this field.

Let's move on to the proposed program:

THE PROGRAM

I. DCI Immersion Tour: Defining Finland's Healthcare and ICT Story

The first step of any good marketing program is to understand the product and what it has to offer to the prospective audience.

To help us develop and "package" story themelines most compellingly, we'd like to plan a 3-4 day visit to Finland, to meet with key healthcare, biotech and information communications technology companies and executives in Finland who might be called upon to help tell the Finland story to visiting journalists. A firsthand familiarity with some of the potential interview sources within the country will enable us to discuss story ideas more concretely, forming the basis of an ongoing dialog that will create interest among business journalists in visiting Finland.

We'd also hope to be in contact with executives of such American companies as Hewlett-Packard, IBM, Ford, and others that have established wireless e-commerce development centers in Finland. Our goal would be to introduce ourselves to these companies and their public relations staffs, which would allow us to interact with them directly, as needed.

> **OBJECTIVE:** ~~During the program's first month (July, 2000),~~ conduct a 3-4 day immersion tour to Finland. make introductions to key information and interview sources in Finland and the United States. The dates to be agreed later.

II. Healthcare Press Visit to Finland

As you are well aware from past experience, a carefully arranged business press trip can be extremely important not only in garnering immediate publicity but just as important in creating a friend in the media who knows you and becomes easy for you to go back to again and again.

In implementing this activity, DCI will seek to enlist a minimum of 2-3 media outlets to join a group of healthcare journalists from the United Kingdom. Our key targets would include (but not be limited to) trade industry outlets such as *Medical Device & Diagnostic Industry, Medical Electronics & Equipment Manufacturing, Biomedical Instrumentation & Technology, Health Industry Today,* and *Medical Design Technology,* as well as general business outlets such as *Business Week, The Wall Street Journal, Global Technology Business* and *USA Today.*

In the course of the trip they will meet with innovative health care-related companies that have successfully established operations in Finland. A DCI escort would accompany the trip.

> **OBJECTIVE:** Attract the participation of 2-3 journalists from a DCI-developed target media list for a mid- to late-September press trip to Finland.

III. North American Business Media Survey

Business image surveys can play a vital role in an economic development marketing and communications program. Fundamentally, the business media survey reveals perceptions (both justified and unjustified) held among representative journalists about a country's business climate -- in this case, Finland.

DCI would design a 10-15 question mail survey (with your input and assistance, of course), survey a pool of 500+ journalists (with a focus on the key publications that you want to reach), and present a detailed analysis of the findings (drawn from a projected 100+ respondents).

DCI has conducted similar media surveys for a wide range of clients including the Florida Department of Commerce, SATOUR (South African Tourism Bureau), MetroVision (the economic development partnership of the New Orleans Region), Greater Richmond Partnership, Economic Development Corporation of Utah, Scottish Tourist Board, Oklahoma Department of Commerce, Toledo Regional Growth Partnership, and the Jacksonville Chamber of Commerce.

> **OBJECTIVE:** Conduct a media survey to determine both perceptions and misperceptions that North American media have about the country of Finland.

IV. Option: Survey of Key Site Selection Intermediaries

In addition to surveying the impressions of the journalist community, DCI would be available to conduct a similar audit of the perceptions of key site selection intermediaries (location advisors, real estate brokers and the major accounting firms).

The survey audience would be considerably smaller (probably 150-200 key individuals). The survey design would be considerably different from the media survey (but with some areas that would permit comparison between the two groups.

> **OBJECTIVE:** Conduct a corresponding, perception survey of site selection intermediaries.

V. Responding to Reporters Interested in Covering Finland's Information Communications Technology Story

Because of our unique position as the only marketing firm specializing in economic development, we have the benefit of having journalists around the country come to us for interview sources and other information. As just one example which we shared yesterday, *Wired* magazine enlisted our services in the just published article on "Venture Capitals" of the world.

In the course of our immersion tour, we would seek to familiarize ourselves with Finland's ICT story and communicate this key message to interested reporters (some which are likely to result from the media survey). As discussed in our meeting, DCI is often asked that we "spin our Rolodex" to help the US-based business media. With a current list of 30+ clients, we're involved in many of the business stories being researched by business reporters around the country.

Finally we believe it is important to repackage several of the key technology facts about Finland (outlined in your new materials and website) and repackage these into a "Facts About Finland's Technology Revolution" backgrounder for journalist consumption. These might compare relevant Finnish and US statistics for such areas as mobile phone penetration, internet penetration, and research/development spending per capita. The objective would be to two-fold: put forward Finland's technology story in the best possible light and ensure that the Invest in Finland Bureau is noted as an information source within future articles.

> **OBJECTIVE:** On an ongoing basis respond to top-tier media outlets (both print and broadcast) seeking sources to feature in their stories. Provide examples, experts and spokespeople from Finland that fit editorial requests while also highlighting the country's positive business climate and outstanding achievements. Develop "Facts About Finland's Technology Revolution" backgrounder.

TIMELINE AND BUDGET

We have designed this program as a 6-month effort to begin on July 1, 2000 and continue through December 31, 2000. Approximately 4 weeks before the conclusion of this program, DCI would provide a detailed report outlining recommendations for the program's continuation.

The attached budget is divided into two elements: professional fees and projected out-of-pocket expenses. The latter item involves consideration but represents our current estimates based on recent experience. Invest in Finland would pay only for actual expenses; DCI does not charge markup on any expense items.

DCI's professional fee of $6,000 per month will be billed at the beginning of each month. Expenses will be billed as they occur with documentation; client payment is requested within 30 ~~15~~ days of billing. Ordinary DCI expenses (telephone, photocopying, overnight packages and other similar costs) and any out-of-pocket travel expenses will be billed separately with appropriate documentation.

This agreement may be canceled by either party, DCI or the Invest in Finland Bureau, for any reason upon 30 days written notice to the other. ~~The program shall continue on a month-to-month basis after December 31, 2000, unless both parties mutually agree upon new terms of operation.~~

Invest in Finland Bureau/DCI
Program Budget
July 1-December 31, 2000

I. Professional Fees

-- DCI Time Costs for Program Design And Execution ($6,000/month x 6 months)	$ 36,000

II. Program Expenses

-- Ongoing Communication Expenses: telephone, faxes, copying, delivery services, etc. ($250 per month x 6 months)	$ 1,500
-- Group Press Trip to Finland ($2,500 per journalist x 3 journalists)	$ 7,500
-- DCI Staff Travel to Finland for Immersion Tour ($2,000/staff member x 2 staff member visits)	$ 4,000
-- DCI Staff Travel to Participate in Press Trip ($2,000/staff member x 1 staff member visit)	$ 2,000
-- Generation of Media Survey Packages ($1.75/package x 600 packages)	$ 1,050
-- Printing/Presentation of Final Survey Report ($2,000/staff member x 1 staff member visit)	$ 500
-- Contingency: Follow-up Survey Mailing if necessary ($1.75/package x 600 packages)	$ 1,050
Subtotal	$17,600
TOTAL	**$53,600**

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REGISTRATION UNIT
2001 MAR 19 AM 9:45

DCI'S UNUSUAL CREDENTIALS

We hope at this point you've gathered that we not only want to work with and for you, but we have both the expertise and enthusiasm to make the proposed communications program a great success for your organization. We believe the following points to be particularly germane:

- **DCI is the only firm in the world to specialize exclusively in economic development marketing.** This niche position has given us a unique equity with the news media;

- **Since 1960, we have worked with over 250 economic development groups including a broad range of regional economic development groups.** A complete list of current clients is attached. A list of all 250+ economic development organizations served over the past 40 years is available on our website at www.dc-intl.com;

- **DCI is often selected as a "single source" in economic development editorial placement because of our unique degree of specialization.** We are often approached by the media in terms of development-related stories they are currently arranging;

- **The DCI team has an exceptional track record in generating major editorial results.** In our earlier presentation, we provided a sampling of recent DCI placements from such publications as *The New York Times, The Wall Street Journal, Forbes, Financial Times,* and *The Economist.* Additional samples of print placements from trade industry journals, as well as broadcast placements, are available upon request.

- **Finally, DCI has conducted over 25 media surveys in the past five years.** Clients served include the countries of Scotland and South Africa; the US states of Florida, Oklahoma, Texas and Utah; and the communities of Philadelphia, North Carolina's Research Triangle Region, Jacksonville, and Richmond.

THE NEXT STEP

We believe the simplest way to signal acceptance of these terms is to sign and return one copy of this letter.

And on a less formal note, we are most eager to get started. You have the right story to tell and we are the right firm to help you tell it to the people that count.

Sincerely,

Andrew T. Levine	Steve Bongiorno	Joellyn Weingourt
President	Account Supervisor	Account Executive

Accepted: _____

Date: _____

Client Agreement

(Retained)

AN AGREEMENT made 21 June 2000 between Invest in Finland Bureau ("the Client") and Development Counsellors International whose registered office is situated at 461 Park Avenue South, New York, NY10016 ("the Consultancy").

1. SERVICES

   1.1 The Client hereby engages the Consultancy to provide public relations services in accordance with the programme which has been agreed between the parties with effect from July 1, 2000 on the terms and conditions hereinafter contained. The program and budget for July – December 2000 is attached hereto.

2. FEE, DISBURSEMENTS AND EXPENSES

   2.1 In consideration of the services rendered by the Consultancy, the Client shall pay the Consultancy as follows:

   At the beginning of each month during the term of this Agreement Consultancy shall send Client an invoice for the fixed monthly retainer as specified in the attached program.

   The enclosed budget(s) and any subsequent budget shall not be exceeded without prior written agreement by the Client. Any amount seen to exceed the agreed fees should be reported to the Client and separately agreed upon before considered accepted by the Client.

   2.2 It is understood and agreed that Consultancy must obtain Client's prior approval before incurring any costs in addition to those covered by the monthly fee. All expenses will be itemized monthly.

2001 MAR 19 AM 9:45
CONTROL
REGISTRATION UNIT

3. PAYMENT TERMS

   3.1 All fee(s) and expenses are to be paid in US Dollars within 30 days of the date of the invoice.

   3.2 The Consultancy will be entitled to charge interest at the rate of eight and one-quarter percent per annum on all invoices which remain unpaid after the relevant date.

   3.3. In case the Client requests clarifications regarding the invoices, the Consultancy is obliged to send its written answer in 15 days. The invoice

will not become due for payment until the Client has received the requested clarifications. Should the clarifications be given later than within 15 days the Client is entitled to withdraw from the invoice an amount corresponding to 12 % annual interest.

4. CONFIDENTIALITY

4.1 The Consultancy undertakes with the Client to keep secret any confidential information received from the Client or any information which comes to the notice of the Consultancy in relation to the Client and/or any customers of the Client (other than information already in the public domain) and not to use such information for any purpose other than the performance of its obligations under this Agreement.

The Client's confidential information shall include, but not be limited to, information and data relating to the Client's and its subsidiaries' businesses and their financial performance and results.

4.2 The Consultancy acknowledges that it will receive from time to time unpublished price sensitive information in relation to the securities of the Client or the customers of the Client and undertakes that it will observe and comply with the provisions of the Finnish and American legislation, and all other appropriate rules, regulations, codes of conduct of any statutory, competent or regulatory authority and/or stock exchange.

4.3 The Consultancy's obligations of confidentiality and non-use shall continue notwithstanding termination of this Agreement but shall not apply to any information or data which:

a) is public knowledge at the time of its receipt from the Client

b) becomes public knowledge otherwise than as a result of any act or default of the Consultancy.

c) is received from a third party not under any obligation of confidentiality to the Client.

d) is required to disclose by law or any other statutory competent or regulatory authority and/or the Stock Exchange.

4.4 The Consultancy shall ensure that the Client's confidentiality information is disclosed only to those of its directors or employees that need to have access to it for the purpose of performing the Consultancy's obligations under this Agreement. In any case of any categories of the Client's confidential information that the Client shall specify from time to time, the

Consultancy shall disclose it only to those of its directors or employees whom the Client shall have nominated in writing to receive it, based on mutual agreement.

4.5 The Consultancy shall not (except as stated above) disclose any of the Client's confidential information to any third party without the Client's prior written consent.

4.6 The Consultancy shall make any of its Directors, employees, servants or agents to whom the Client's confidential information is disclosed aware of the obligations of confidence and non-user to which the Consultancy is subject under this Agreement.

4.7 On termination of this Agreement or any time at the Client's request, the Consultancy shall forthwith return to the Client or, at the Client's option, destroy all copies of the client's confidential information then in its possession insofar as they contain confidential information relating to the Client.

5. CONFLICT OF INTEREST

During the term of this Agreement, Consultancy agrees that none of its employees who are directly committed to ongoing work for Client or are involved in any specific project activity on behalf of Client will represent any other company/country, or person, either directly or indirectly, involved in inward investment activities from within the New Northern European region which covers Sweden, Norway, Denmark, Estonia, Lithuania, Latvia, Russia.

6. LIABILITY

6.1 The Consultancy shall not be liable for any delay in, or omission of, publication or transmission, or error in or claim arising from any work done by the Consultancy unless caused by default or neglect on the Consultancy's part or on the part of any of its subcontractors.

6.2 Client is responsible for the accuracy, completeness and propriety of information that it provides to Consultancy concerning Client's products, services and organization. Client is responsible for reviewing all publicity or other materials prepared by Consultancy under this Agreement to confirm that all representations, direct or implied, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the description and depictions of the products and services of Client. Client will indemnify and hold Consultancy harmless from and against all losses, damages, liabilities,

claims, demands, lawsuits and expenses, including reasonable attorney's fees, that Consultancy may incur or be liable for arising out of or in connection with any publicity or other materials prepared or placed by Consultancy for Client, or other service performed by Consultancy for Client which have been reviewed and approved by Client in advance.

7. COPYRIGHT

7.1 The copyright in all artwork, copy and other work produced by or assigned to the Consultancy in connection with this Agreement, is owned by the Client. The Consultancy supplies free of charge any copy of database which is commissioned by and prepared for the Client.

7.2 The Client's copyright does not apply in relation to work based upon circulation lists and other materials which are for the benefit of the Consultancy's clients generally.

8. TERMINATION

8.1 This Agreement shall continue in force until the end of 2000. Notwithstanding the foregoing, both parties have the right to terminate this Agreement any time by giving the other party at least thirty days' prior notice in writing.

8.2 In the event of termination of this Agreement the Client will pay to the Consultancy all amounts due to the Consultancy in respect of fees, costs, expenses, disbursements or otherwise to the date of termination including the notice period required by this Agreement.

8.3 On satisfaction in full of all amounts due to the Consultancy under this Agreement the Consultancy will so far as practicable co-operate with the Client to transfer any property or arrangement to third parties and/or the Client.

9. COMPLETE AGREEMENT

This document represents the entire agreement between the Consultancy and the Client and no variation of its terms shall be valid unless made in writing and signed by both the Consultancy and the Client.

10. GOVERNING LAW

This Agreement shall be construed, governed and interpreted in accordance with the laws of Finland. Any disagreement arising between

the two parties as to the fulfillment of the terms of this agreement shall as a first step be settled amicably. The final venue for settling a dispute arising under this agreement shall be the City Court of Helsinki.

AS WITNESS the hands of the duly authorized representatives of each of the parties hereto:

Date 21.6.2000

SIGNED BY
Duly authorized for and on behalf of

INVEST IN FINLAND BUREAU

Sirkka Aura

Pirkko Karlsson

SIGNED BY
Duly authorized for and on behalf of Development Counsellors International

Executive Vice President