U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

REVISED

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 statement, 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 .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, 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.
Development Counsellors Int'l.	4777

3. Name of Foreign Principal

Hong Kong Tourism Board

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 reference 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 or understanding.

Public Relations services/activities to implement Hong Kong Tour. Board.

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

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
	Elizabeth Torres Controller	

Footnote: Political activity as 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 United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

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HONG KONG TOURISM BOARD 香港旅遊發展局

LETTER OF AGREEMENT BETWEEN THE HONG KONG TOURISM BOARD AND DEVELOPMENT COUNSELLORS INTERNATIONAL (DCI)

The Hong Kong Tourism Board of 9th – 11th Floors, Citicorp Centre, 18 Whitfield Road, North Point, Hong Kong agrees to appoint Development Counsellors International of 461 Park Avenue South, New York, NY 10016, as the Consultant in relation to public relations services in the USA to cover the territory on a non-exclusive basis upon the following terms and conditions :

1) Period of Agreement

This agreement shall last for 24 months commencing on 01 July 2002 until 30 June 2004 ("the Term") unless otherwise terminated in accordance with this agreement. One calendar month advance notice of termination of this agreement in writing may be given by either party at any time to terminate this agreement early. Upon expiry of such termination notice, this agreement shall be terminated and neither party shall have any claim or liability for compensation to the other party except for any outstanding fee or expenses properly incurred and approved in accordance with this agreement. Termination shall not affect the accrued rights and liabilities of either party under this agreement.

Upon expiry of this agreement, in the event that neither party gives to the other written notice of its intention to terminate this agreement, then the parties shall review the agreement and decide whether to renew it for a 12 month term or any other period of term.

The review will take into consideration all relevant factors and the quality of the services rendered by the Consultant under this agreement and the results achieved against target objectives set and agreed with the Hong Kong Tourism Board in the designated period.

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2) Validity of Agreement

This agreement shall entirely supersede all other written or verbal agreements or arrangements (if any) between the Hong Kong Tourism Board and the Consultant relating to the public relations services herein provided which said agreements or arrangements (if any) shall be and are hereby cancelled.

3) Fee

During the continuance of this agreement and in consideration of satisfactory provision of services by the Consultant in accordance with this agreement, the Hong Kong Tourism Board agrees to pay the Consultant a monthly fee of **USD 11,500** (inclusive of all taxes) payable on a monthly basis within 30 days after receipt of relevant invoices rendered by the Consultant.

The fee and methods of payment shall be reviewed upon renewal of the agreement.

The review shall take into consideration all relevant factors including the performance of the Consultant, any changes in scope of services, its creativity, effective execution of the agreed services programme in the Territory, results achieved in the designated period and the increase in cost of doing business in the Territory. The review is at the sole discretion of the Hong Kong Tourism Board.

4) Routine Office Expenses/Out-Of-Pocket Expenses

Subject to account control procedure under clause 8 below, routine office expenses and out-of-pocket expenses (as set out in Appendix I) reasonably and properly incurred and approved by the Hong Kong Tourism Board in advance will be charged to the Hong Kong Tourism Board at cost and paid for by the Hong Kong Tourism Board monthly in arrears. An amount of **USD 500** (in addition to the monthly fee) for the Term has been budgeted for such expenses to be incurred by the Consultant. Consultant shall monitor actual expenses within the budget and shall obtain the approval of the Hong Kong Tourism Board if further provision is required. Any expenses spent exceeding the approved budget or otherwise incurred without the approval of the Hong Kong Tourism Board will be at the Consultant's own cost.

No taxes nor service fees will be charged on routine office expenses and out-of-pocket expenses by the Consultant.

5) Services

In consideration of the above fees, the Consultant shall provide the following services to the Hong Kong Tourism Board:

a) Public Relations

The Consultant shall develop and execute creative and cost-effective public relations activities to implement the outlined Hong Kong Tourism Board Public Relations Plan for the USA during the Term. The Consultant shall submit Public Relations Plan for approval by the Hong Kong Tourism Board. Any changes made after approval of the Public Relations Plan by the Hong Kong Tourism Board will be subject to mutual agreement. The Consultant shall comply with such guidelines, instructions and specifications as the Hong Kong Tourism Board may prescribe from time to time while compiling such Public Relations Plan or executing such public relations activities.

The Consultant shall:

(i) apply and maintain sufficient qualified staff, facilities and expertise throughout the Term in providing these services;

(ii) procure that its personnel involved in the provision of these services shall be suitably and adequately trained and shall perform these services with due care and diligence to the best of their ability and in a proper and professional manner; and

iii) undertake that, in the provision of its services, it will comply with all applicable laws, rules, regulations, guidelines and standards which are or may be in force or applicable in respect of such services whether on a statutory or self-regulatory basis.

b) Special Public Relations Projects

Additional special public relations projects not covered by the agreed monthly fees and out-of-pocket expenses will be identified with the Hong Kong Tourism Board Regional Director for the Americas for approval in advance and separate funding by the Hong Kong Tourism Board.

c) General--including provision of a monthly report; provision of news clippings as agreed; storage and distribution of promotional materials as agreed.

d) A Public Relations Plan, containing specific activities, shall be agreed between the Consultant and the Hong Kong Tourism Board Regional Director for the Americas.

e) Approvals and Responsibilities

The Consultant must acknowledge its responsibilities, during the term of its appointment, to use all reasonable efforts to provide quality professional services and products, and to supervise outside suppliers in order to ensure accuracy and quality in all aspects of the services or items being supplied. The Consultant is required to localise and adapt press releases where necessary, and to seek signed Hong Kong Tourism Board approval prior to the release of materials on behalf of the Hong Kong Tourism Board. A similar system should be adhered to in the case of other materials such as brochures, artwork, premium items etc.

6) Additional Services

All additional services provided to the Hong Kong Tourism Board at the request of the Hong Kong Tourism Board that are not covered under paragraph 5 shall be approved by the Hong Kong Tourism Board in writing prior to any commitment of such services. Payment of any supplies or services not approved in writing by the Hong Kong Tourism Board shall be the direct responsibility of the Consultant.

No taxes nor service fees will be charged on out-of-pocket expenses by the Consultant.

7) Invoice and Method of Payment

The Hong Kong Tourism Board's usual practice is to settle invoices rendered monthly in arrears, within 30 days of receipt, provided that they are in accordance with previously agreed estimates, plans and policies.

The monthly invoice for consultancy fee and other monthly invoices for out-of-pocket expenses and other fees should be addressed and sent directly to the Manager of Financial Management Department in Hong Kong Tourism Board with copy to the Regional Director-The Americas and the Publicity and Promotions Manager.

All original copies of vouchers, bills and receipts must be attached to support all invoices for services contracted with suppliers. Such vouchers, bills and receipts shall be submitted monthly and accompanied by all supporting documentation and evidence required, following the general instructions issued from time to time by the Hong Kong Tourism Board.

8) Account Control

The Consultant shall, during the term of its appointment, report to and consult with the Hong Kong Tourism Board's Regional Director-The Americas based in Los Angeles (in advance when appropriate or when so required by the Hong Kong Tourism Board) on policy, direction, programme interpretation, activity approval and budget control. The Consultant shall maintain regular liaison with the Publicity & Promotions Manager of the Hong Kong Tourism Board based in Los Angeles for day-to-day co-ordination. The reporting, consultation and liaison required from the Consultant hereunder will be comprehensive and will be undertaken regularly, and promptly upon request, with the intent that the Consultant perform the services to the best of its ability and to maximum effect within the specifications and guidelines prescribed from time to time by the Hong Kong Tourism Board.

9) Restrictions

Under no circumstances will the Consultant take on new account which may cause a conflict of interest with Hong Kong Tourism Board's account and render any services or order any supplies in the name of Hong Kong Tourism Board other than those specifically provided for in this agreement, unless with the prior authorisation and written approval of the Hong Kong Tourism Board.

The Consultant shall not:

(i) hold itself out as agent or being authorised to bind the Hong Kong Tourism Board in any way unless otherwise authorised by the Hong Kong Tourism Board in writing. Without limiting the generality of the foregoing, the Consultant shall not enter into any contract/ quotation/ documentation with contractual or financial commitment or other liabilities on behalf of Hong Kong Tourism Board without the Hong Kong Tourism Board's approval in accordance with this agreement;
(ii) pledge the credit of the Hong Kong Tourism Board; or
(iii) do anything detrimental or to make any adverse comments in relation to the Hong Kong Tourism Board or do anything which could bring the Hong Kong Tourism Board into disrepute and/or make any adverse comments or remarks against the Hong Kong Tourism Board or Hong Kong tourism in general.

10) Termination

This agreement may be terminated by either party giving to the other a written advance notice of one calendar month. Unless terminated, this agreement shall remain in full force and effect during the Term.

Either party may terminate this agreement immediately upon giving written notice to the other party in the event of a material breach of agreement by the other party which is not remedied within 15 days of the other party being called upon in writing to do so.

The Hong Kong Tourism Board may terminate this Agreement forthwith by written notice to the Consultant in the circumstance of any change or changes to the directors or shareholders of the Consultant indicating a change of control at Board or Shareholder level and which, in Hong Kong Tourism Board's reasonable opinion, having given the Consultant an opportunity to make representations, will have a material adverse effect on the Consultant's prospective performance of its responsibilities hereunder.

The exercise of any of the rights granted to both parties referred to above shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to them.

11) Bankruptcy or Liquidation

If either party shall pass a resolution, or the court shall make an order that the company shall be wound up (not being a member's winding up for the purpose of reconstruction or amalgamation) or if a receiver, or a manager on behalf of a creditor, shall be appointed, or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager, or which entitle the court to make a winding up order, then the other party shall be at liberty :

a) to terminate this agreement summarily by notice in writing without compensation or further liability to the first party, or

b) to give any such receiver or liquidator or other person the option of carrying out this agreement.

This exercise of any of the rights granted to both parties referred to above shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to them.

12) Indemnity

12.01 The Consultant agrees to indemnify and save the Hong Kong Tourism Board harmless from and against all liability, including all actions, claims, damages, costs and legal fees which Hong Kong Tourism Board may incur (or to which Hong Kong Tourism Board may be a party) resulting directly or indirectly from any wilful default, negligent act or negligent omission on the part of the Consultant in the performance of its duties hereunder, save where any such liability is attributable solely to information and materials supplied to the Consultant by Hong Kong Tourism Board.

12.02 The Hong Kong Tourism Board agrees to indemnify and save the Consultant harmless from and against all liability, including all actions, claims, damages, costs and legal fees which the Consultant may incur (or to which the Consultant may be a party) resulting directly or indirectly from any wilful default, negligent act or negligent omission on the part of Hong Kong Tourism Board in the relation to any transaction or obligation entered into or undertaken by the Consultant in full compliance with and in accordance with this agreement, save where such liability arises by reason of any wilful default, negligence or act or omission by the Consultant.

13) Copyright

The Consultant hereby undertakes and warrants that the clippings provided by it to the HKTB under this agreement are either originals or legal licensed copies with proper authorization. The Consultant shall indemnify the Hong Kong Tourism Board against all liability, including all actions, claims, damages, costs and legal fees which the Hong Kong Tourism Board may incur resulting directly or indirectly from breach of the above undertaking by the Consultant. This provision shall survive after termination of this agreement.

14) Intellectual Property Right

(a) all information, design, script, photographs, drawings, diagrams, data and statistics, reports, publications or any other documents or materials in whatever format provided by the Hong Kong Tourism Board to the Consultant under this Agreement ("HKTB Provided Materials"); and
(b) all confidential information mentioned in clause 15 below; and
(c) any documents or materials prepared or developed by the Consultant based upon the HKTB Provided Materials; and

(d) all plans, reports and other materials designed, prepared, acquired or developed by the Consultant in the performance of the services for the Hong Kong Tourism Board hereunder and all intellectual property rights thereof shall, unless otherwise indicated by the HKTB in writing, remain the property of the Hong Kong Tourism Board and shall be used or held by the Consultant only as trustee of the Hong Kong Tourism Board. All such Hong Kong Tourism Board's property (including copies, duplicates and extracts thereof) shall be returned promptly after use or when requested by the Hong Kong Tourism Board or upon expiry or termination of this agreement in good order and condition.

15) Confidentiality

The Consultant agrees, both during the Term and after the termination of this agreement, to keep confidential all information and materials in relation to the Hong Kong Tourism Board or the services to be rendered by the Consultant hereunder; and to limit access to such information and materials to those with a need to know.

16) Arbitration and Governing Law

The parties hereto agree that any dispute arising out of this Agreement shall be resolved through arbitration by the Hong Kong International Arbitration Centre. If any dispute cannot be resolved through arbitration, the parties hereto agree to submit to the exclusive jurisdiction of the Kong Kong Courts.

This agreement shall be deemed to be made in Hong Kong and shall be construed in accordance with and governed in all respects by the laws in Hong Kong.

17) Independent Contractor

The Consultant is engaged as an independent contractor for the provision of public relations services during the Term in accordance with this agreement. Nothing in this agreement shall create, or be deemed to create a partnership or the relationship of principal and agency, or the relationship of employer and employee between the parties.

18) Acceptance

I shall be grateful if you will sign the copy and return it to us as confirmation of your agreement.

For and on behalf of the
Hong Kong Tourism Board

cchng

Clara Chong
Executive Director

Date 29 AUG 2002

For and on behalf of
Development Counsellors International

Andrew Levine
President

Date 9/9/02

Encl.

cc. Ms Lily Shum/Ms Lillibeth C. Bishop/Ms Diana Budiman - Hong Kong Tourism Board (USA)
Mrs Grace Lee/Ms Bonnie Ngan/Miss Portia Chan/Ms Cynthia Leung/Ms Mandy Lo - Hong Kong Tourism Board (Hong Kong)

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