

EXHIBIT A

TO REGISTRATION STATEMENT

*Under the Foreign Agents Registration Act of 1938, as amended*FEDERAL BUREAU OF INVESTIGATION
INTERNAL SECURITY SECTION
CRIMINAL DIVISION*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

Marsteller Inc. d/b/a Burson-Marsteller

2. Registration No.

2364 2469

3. Name of foreign principal

Vneshtorgreklama

(State-owned advertising agency in USSR)

4. Principal address of foreign principal

Kakhovka 31,

Moscow M-461

U.S.S.R.

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 _____

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

a) Branch or agency represented by the registrant. Vneshtorgreklama

b) Name and title of official with whom registrant deals. G. Virobian, President

7. If the foreign principal is a foreign political party, state: not applicable

a) Principal address

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

c) Principal aim

INNATED

9/9/80

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

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.)

Vneshtorgreklama is the state-owned advertising agency in the U. S. S. R., through which all foreign advertising must be channeled. Our function is to serve as their agent in the U.S.

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.

not applicable

Date of Exhibit A Sept. 28, 1973.	Name and Title HAROLD BURSON, Treasurer	Signature Harold Burson
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DEPARTMENT OF JUSTICE
Washington, D.C. 20530

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EXHIBIT B

REGISTRATION UNIT
INTERNAL SECURITY SECTION
CRIMINAL DIVISION
TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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
Marsteller Inc. d/b/a Burson-Marsteller	Vneshtorgreklama

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.

TERMINATED

DATE: 9/9/80

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

Contract is self-explanatory. Working relationships not yet established beyond that which is specified in contract.

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

Covered by contract.

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 [x]

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
Sept. 28, 1973	HAROLD BURSON HAROLD BURSON, TREAS.	Harold Burson

^{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 or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

C O N T R A C T

MOSCOW

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DEPARTMENT OF JUSTICE

November 17, 1972

110-55173

The USSR Central Radio organization V/O Vneshgortorgsvetoma
INTERNAL SECURITY SECTION
hereinafter referred to as "Organisation", resident in Moscow,
on the one hand, and Messrs. Marsteller Incorporated,
hereinafter referred to as "The Firm", resident in New York,
on the other hand, have entered into this Contract on the
following:

Section I. Subject and territory covered by the
Contract.

The Organisation commissions the Firm on the territory of
the USA to work with industrial, trade and other firms, in the
field of advertising of their industrial and engineering products
and services on the territory of the USSR by using forms and
methods of advertising acceptable in the USSR, and the Firm
undertakes to fulfil such work.

Section II. Obligations of the Parties

A. The Firm undertakes:

- a) to inform at its own expense industrial, trade and
other enterprises on the territory of USA about
advertising possibilities and regulations in the USSR
with an objective of developing orders for advertising
of their goods and services in the USSR;

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DATE 9/9/80

Mr. J. D. Pearson
DOJ

- b) to follow strictly the instructions and recommendations received from Organisation while collecting orders
- c) to inform Organisation on the results of its advertising activity during the last year

B. Organisation undertakes:

- a) to give the Firm professional advice, consultations and recommendations on advertising problems in the USSR
- b) to furnish the Firm with information materials on the existing and new forms and methods of advertising indicating the advertising rates
- c) to fulfil within the pre-scheduled dates the orders received from the Firm which are supplied by the latter in conformity with the procedure stipulated in Clause 3, Section IV of the present Contract

Section III. Commercial Terms

For the work executed by the Firm as stipulated in Section I of the present Contract, Organisation pays the Firm the commission amounting to 20% off the total value of the executed orders in press, and 10% - on other advertising media which is calculated in accordance with the existing rates.

11/11/Re-

Section IV. Drawing up of orders, payments
and documents

1. Advertising of USA goods will be performed by Organisation on the basis of orders received from the Firm.
2. The order of the Firm will be considered a written instruction to Organisation, and such order should contain: order number, denomination of product, type, form and advertising media, dates of execution and financing.

- The following documents are to be an integral part of the orders:
- a) lay-out of an advertisement in duplicate
 - b) text in the Russian and/or English languages, in two typewritten copies for each language
 - c) original photo of the advertised product which is fully retouched and ready for printing (on client's request)
 - d) original photos of the trade mark and name of the client with its address fully prepared for printing (on client's request)

If the material is to be published in different magazines and newspapers, the original photos, texts and lay-outs are to be sent in duplicate and complete set to every magazine or newspaper.

Illustration and specification of advertising materials on orders pertaining to other media and methods of advertising are to be determined by the Parties.

Highman

N.Y.

3. Orders from the Firm should be submitted to Organisation not later than 3 months prior to publication in a magazine, 30 days prior to publication in a newspaper, and 2 months prior to the date of holding a symposium.

Dates for submitting of orders on other media and types of advertising are to be determined by the Parties.

4. The Firm sends the order to Organisation in 2 copies. One copy of the order remains with Organisation, and the other one correspondingly sealed is to be returned to the Firm within 15 days after receipt to confirm that the order is accepted for execution.

Organisation has the right to turn down the Firm's order indicating reasons for rejection.

5. The dates of advertising indicated by the Firm can be altered only on receipt of the Firm's consent in written form.

6. In case of inability to carry out advertising in conformity with the Firm's order the Organisation has to notify the Firm about it not later than 20 days after the receipt of the order and to give their own conditions for the execution of the order.

Such order can be taken up only after the receipt of the Firm's written confirmation within 5 days from the date of receipt from the Organisation of their conditions for the execution of the order.

7. For the payment of the executed advertising the Organisation presents the following documents for collection with the Bank for Foreign Trade of the USSR:

A. Invoice in US \$ in triplicate containing the following data:

- a) order number
- b) name of product
- c) client's name
- d) advertising medium and date of execution
- e) dispatch dates of voucher copies or other materials confirming the execution of the order
- f) commission percentage (%) and amount
- g) other discounts
- h) net amount

B. Draft for the period of thirty days.

8. The Firm pays the invoices of the Organisation in full amount within 15 days from the date of receipt of payment documents, but not later than the date indicated in the draft.

9. The Firm sends the collected orders to the Organisation in due time.

10. The Organisation informs the Firm in time of any changes in the rates; new rates come into force after a written notice on this effect has been sent to the Firm.

Should the Firm order advertising other than those stipulated by the existing rates, the terms for their fulfilment shall be additionally agreed upon by the Parties.

11. In case Organisation fails to fulfil correctly the order of the Firm, the latter has the right to make a claim to Organisa-

Marked

tion within 30 days providing necessary claimable materials.

Organisation is under obligation to consider this claim within 15 days and inform the Firm about its decision.

12. As confirmation on execution of the order Organisation will send the Firm three voucher copies of a magazine or a newspaper where advertisements have been published. If a separate page of a newspaper or a magazine is sent as confirmation, the latter should bear the full name and date of publication.

Section V. General conditions

1. Organisation grants the Firm all copyrights for texts, graphic materials, files and the like made by Organisation under condition the Firm covers the expenditures caused by their realization.

In case the Firm commissions Organisation to make translation into Russian or to carry out some other types of work, then such work is paid by the Firm against additional invoices issued by Organisation in accordance with the existing rates in vigour on the territory of the USSR.

2. In all relationships with third persons incidental to realization of the present Contract the Parties will act on its own behalf, for its own account and risk.

Printed

Organisation bears no responsibility towards third persons for the actions of the Firm on the territory of USA nor the Firm bears any responsibility for the actions of Organisation on the territory of the USSR.

Section VI. Settlement of disputes

1. All disputes and differences that may arise out of this Contract or in connection with it, if not settled by way of talks shall be subject, except when they are under competence of general court proceedings, to settlement by the Foreign Trade Arbitration Commission of the USSR Chamber of Commerce and Industry, Moscow, in accordance with the Rules of Procedure of the said Commission whose decision is final and compulsory for the both Parties.

Section VII. Conclusion

1. The present Contract comes into force on the date of its signature by the two parties and is valid for the period of one year. If neither of the Parties within 30 days makes a written statement of its intention to break the Contract or alter its conditions the validity of the Contract will be extended for the next year and each successive year.

2. Conditions of this Contract will be applicable to all orders not executed by the moment the Contract expires until they are fulfilled and paid for.

Third form
B.D.

3. Additions and alterations to the present Contract shall be considered valid provided they are done in writing and duly signed by the both Parties.

4. All duties, taxes and dues incidental to this Contract imposed on the territory of the USSR are paid by Organisation, whereas all duties, taxes and dues imposed on the territory of USA are paid by the Firm.

5. Neither of the Parties may concede its rights and obligations under this Contract to third persons without written consent of the other Party.

6. The present Contract is drawn up and signed in two copies, each in the Russian and English language, both texts having equal force.

7. Legal addresses of the Parties:

Organisation

-- V/O Vneshorgreklama
31, Kakhovka,
Moscow N-461, USSR
TELEX 7265

The Firm

-- Marsteller Incorporated
836 Third Avenue
New York, 10021

U S A

For and on behalf of
Organisation

T. Brug
D. Drayton

For and on behalf of
the Firm

Felix S. Lang
W.M. Furst