

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 Burson-Marsteller		2. Registration No. 2469
3. Name of foreign principal Epson America, Inc.	4. Principal address of foreign principal 23530 Hawthorne Blvd. Torrance, CA 90505	

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
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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 the 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

Epson America markets and distributes a complete line of personal computer, peripheral and consumer electronic products in the United States.

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.)

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.

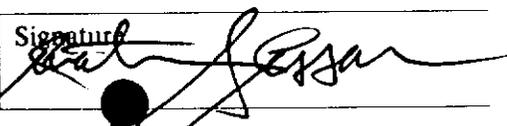
Date of Exhibit A

8/12/81

Name and Title

Jonathan Jessar, Senior Vice
President and General Manager

Signature



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
Burson-Marsteller	Epson America, Inc.

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.

Burson-Marsteller will provide public relations counsel and support to Epson America, Inc.'s corporate communications department. The agency will be compensated on an hourly or time-input basis.

Attached documents are interim only. Standard letter of agreement, once finalized, will be filed as an amendment.

RECEIVED
FEB 11 1986
U.S. DEPARTMENT OF JUSTICE
REGISTRATION SECTION

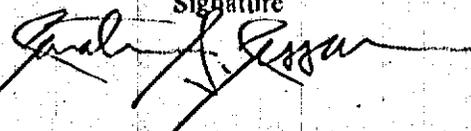
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Corporate counseling, writing and distribution of press materials; speechwriting; media relations; government relations (interaction with U.S. Senate staff); legislative monitoring.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
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.

Activities primarily include government relations (interaction with U.S. Senate staff). Activities will be conducted to influence the appeal of the recent 100% tariff imposed on Japanese electronic products as stated by President Reagan.

Date of Exhibit B	Name and Title	Signature
8/12/87	Jonathan Jessar, Senior Vice President and General Manager	

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.

ADDENDUM TO INTERIM AGENCY AGREEMENT

This addendum will serve to supplement and expand the interim agency agreement dated March 30, 1987 between Burson-Marsteller ("Agency") and Epson America, Inc. ("Client").

- 1A. Compensation. Pursuant to paragraph 4.0 of the interim agreement, Client will pay Agency a fee pursuant to actual time spent by Agency's account, creative, communication and other personnel in providing Client services hereunder as determined by applying Agency's standard hourly rates in effect at the time.
- 2A. Budgeting. Agency will develop a comprehensive budget for Client's review and approval which will be based on actual time spent pursuant to paragraph 1A. All budgets are subject to a +/- 15% contingency variance.

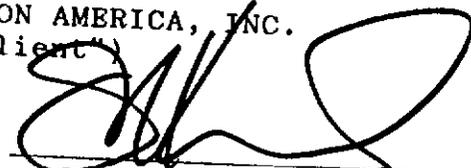
Agency and Client have indicated their acceptance and approval of the foregoing addendum by signing in the space provided below.

BURSON-MARSTELLER
("Agency")

By: Douglas F. Buemi

Title: SR. U.P. / GENERAL
MANAGER

EPSON AMERICA, INC.
("Client")

By: 

Title: Executive Vice President
and General Manager

INTERIM AGENCY AGREEMENT

This agreement is entered into as of the 30th day of March, 1987 by and between Burson-Marsteller, Inc., a New York corporation ("Agency"), and Epson America, Inc., a California corporation ("Client").

1.0 APPOINTMENT

Client hereby appoints Agency as its public relations agency, and Agency accepts such appointment and agrees to perform the services specified herein according to the terms of this Agreement.

2.0 TERM AND TERMINATION

The term of this Agreement shall commence on March 30, 1987 and shall end on April 30, 1987. On termination of this Agreement, Client will compensate Agency for work approved by Client and performed by Agency but not otherwise compensated.

3.0 AGENCY SERVICES

Agency agrees to provide the following services:

(a) At Client's request, Agency will plan, develop and execute public relations and publicity plans and programs, with the understanding that, before the release of any materials whatsoever, Agency will submit such materials to Client for specific prior approval.

(b) For the purpose of obtaining Client's prior approval, Agency shall submit to Client written proposals containing full descriptions of all proposed public relations plans and projects, including estimates of the cost of the obligations or services involved.

4.0 AGENCY COST AND COMPENSATION

Client will pay Agency a fee for each project undertaken by Agency which has been approved by Client, in an amount mutually agreed upon by Agency and Client. Outside supplier costs, outside production costs, sales tax and all other components of any approved public relations program will be billed at net cost to the Agency. All reasonable out-of-pocket expenses incurred by Agency solely on behalf of Client, including postage, packing, express and other expenses incurred in the shipping of materials; telephone charges; duplicating charges; and travel expenses of Agency personnel incurred at Client's request, shall be billed at net cost to the Agency.

Agency will submit one or more invoices to Client within sixty (60) days after the end of the term of this Agreement, covering the fees payable to Agency hereunder and itemizing all outside costs and out-of-pocket costs incurred by Agency during the term. Each such invoice will be due and payable within thirty (30) days of Client's receipt thereof.

5.0 INDEMNIFICATION

Agency agrees to indemnify and hold Client harmless from any loss, costs, damages, liability and expenses, including reasonable attorneys' fees, incurred by Client resulting from any action taken by Agency leading to a claim of copyright infringement, violation of personal rights of privacy, misappropriation of ideas or rights, or literary piracy or plagiarism. Client agrees to give Agency prompt notice of such claims and to permit Agency to control the defense or settlement thereof. Client reserves the right to participate in the defense of any such claim through its own counsel and at its own expense.

Client agrees to indemnify and hold harmless Agency from, any loss, costs, damages, liability and expenses, including reasonable attorneys' fees, incurred by Agency resulting from claims of deceptive advertising, unfair competition or product disparagement when the basis of such claims consists of advertising, promotional or commercial data or materials provided to Agency by Client. Agency agrees to give Client prompt notice of such claims and to permit Client to control the defense or settlement thereof. Agency reserves the right to participate in the defense of any such claim through its own counsel and at its own expense.

6.0 AGENCY DUTIES

In performing the services contemplated by this Agreement, Agency agrees that it shall inform Client of any fact or occurrence that affects Client's interests, and disclose to Client any personal, business or financial interest that may actually or potentially impair or otherwise affect Agency's ability to represent Client's interests to the maximum extent contemplated by this Agreement.