

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 .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	2. Registration No.
Burson-Marsteller 1801 K Street, N.W. Suite 1000-L Washington, DC 20006	2469

3. Name of foreign principal	4. Principal address of foreign principal
Forest Products Association of Canada	99 Bank Street, Suite 410 Ottawa, Ontario Canada K1P 6B9

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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input checked="" type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality _____

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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

See attached response.

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.)

See attached response.

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.

See attached response.

Date of Exhibit A 11-8-02	Name and Title RICHARD MINTZ CHAR. US PA PRACTICE	Signature 
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Registrant: Burson-Marsteller

Foreign Principal: Forest Products Association of Canada (FPAC)

Responses to Questions 8 (a), 9 and 10

Exhibit A to Registration Statement

8.(a) State the nature of the business or activity of this foreign principal.

The Forest Products Association of Canada (FPAC) represents the interests of Canada's major producers of pulp, paper and wood products.

9. Explain fully all items answered "Yes" in Item 8 (b).

The Government of Canada funded an outreach and communications program to promote the interests of Canada's forest industry.

10. If the foreign principal is an organization and is not owned or controlled by foreign government, foreign political party or other foreign principal, state who owns and controls it.

FPAC, a non-profit organization, is an industry association funded by dues provided by member forest industry companies with operations in Canada, and is directed and controlled by a Board of Directors, comprised of Presidents of member companies.

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.

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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 Burson-Marsteller	2. Registration No. 2469
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3. Name of Foreign Principal

Forest Products Association of Canada (FPAC)

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.

See attached response

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

See attached

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.

See attached

Date of Exhibit B	Name and Title	Signature
11-8-02	RICHARD MINTZ CHAIR US PARACEL	

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.

Registrant: Burson-Marsteller

Foreign Principal: Forest Products Association of Canada

Responses to Questions 7, 8 and 9

Exhibit B to Registration Statement

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

For the length of the contract, the registrant will render communications counsel to the foreign principal.

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

As part of the campaign to develop a solution fair to both the United States and Canada on the issue of lumber import, media relations activities and grassroots mobilization efforts in targeted states/districts will be employed.

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

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.

As part of the campaign to develop a solution fair to both the United States and Canada on the issue of lumber import, media relations activities and grassroots mobilization efforts in targeted states/districts will be employed.

Media relations activities will include:

- **Development and distribution of press kit material – issue backgrounders, fact sheets, frequently asked questions and answers, and op-eds.**
- **Development and distribution of press releases to key media outlets.**
- **Identifying and scheduling speaking opportunities, media interviews, etc.**
- **Coordination of media events to leverage announcements, events, etc.**

Grassroots efforts will include:

- **Dissemination of grassroots informational material in target states/districts.**

- **Generation of letters, and calls in support of resolving the lumber tariff dispute.**
- **Management of alliance website – www.partnershipforgrowth.org**

Burson-Marsteller

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Ken Rietz
Chief Operating Officer
Worldwide

Legal Contract Terms & Conditions

October 4, 2002

Ms. Ruth Thorkelson
Vice President, Government Affairs and Communications
Forest Products Association of Canada
99 Bank Street #410
Ottawa, Ontario K1P 6B9

Dear Ms. Thorkelson :

We are pleased to submit this letter of agreement (hereinafter "Agreement") outlining the terms and conditions under which Burson-Marsteller (hereinafter "B-M") will provide perception management and public relations counsel to Forest Products Association of Canada (hereinafter "Client").

1. Business Terms & Conditions

- 1.1 B-M through its domestic and international offices, affiliates and subsidiaries will render such professional services as Client and its domestic and international offices, affiliates, subsidiaries and franchises shall from time to time request. Such services shall immediately include issues counseling, grassroots, government lobbying, formulating public relations plans, creative design and advertising and other services as may be requested by Client. Each time such services are to be rendered, they will be mutually agreed to in advance and set forth in a separate document called an "Individual Project Agreement", which will detail the scope of the work to be completed, and the applicable billing and payment terms. Each Individual Project Agreement entered into by B-M and Client in connection herewith shall become a part of and shall be read in conjunction with this Agreement, and shall be governed by all terms and conditions contained herein. In the event of inconsistencies, the terms and conditions of this Agreement shall take precedence.
- 1.2 The Client will be asked to approve all programs of activity and all production budgets with a dollar value greater than \$5,000 or statements prepared on behalf of the Client by B-M.
- 1.3 The Client agrees to designate specific members of its organization as agents responsible for approving materials, programs and projects produced or developed by B-M.

2. Compensation

- 2.1 Professional services will be billed at fixed fees or hourly rates, as agreed upon in each Individual Project Agreement. For any Individual Project Agreement requiring hourly rates, such hourly rates shall be billed at B-M's standard hourly rates in effect at the time services are rendered.
- 2.2 Expenses such as travel, postage, messenger, long-distance telephone charges, photography and 3rd party vendor invoices will be billed in addition to the professional fees. (Note: production related 3rd party vendor costs will bear a commission of 17.65%). Expenses will be billed on a category basis (e.g., Travel and Lodging, Telephone and Fax, etc.) Supporting documentation will be available for review at Client's request. Production/collateral costs will be invoiced upon approved estimate and reconciled upon completion.
- 2.3 With respect to any advertising/media, prior to the commencement of any media services, B-M shall submit to Client a detailed media plan for approval. Upon approval, B-M will invoice you Client advance for the media buy and must receive the payment by the due date indicated on each invoice. No media will be ordered unless sufficient funds have been received by the timeframe specified. B-M will not be responsible for any liabilities associated with any delays or cancellations of any media services which result from Client's failure to remit payment by the due dates indicated on each invoice.
- 2.4 It is clearly understood that all dollar amounts indicated in this engagement letter are net of withholding taxes or other applicable country taxes. It is further understood that all such taxes, including but not limited to VAT/Sales taxes applicable in each country are the sole responsibility of Client and will be added to all dollar amounts indicated in this letter.
- 2.5 B-M shall invoice Client on a monthly basis for professional fees and expenses.
- 2.6 Payment on all invoices is to be made in US Dollars and is due within 30 days of each invoice date, unless advance payments to third parties are required. In the case of advance payments to third parties, Client agrees to pay B-M immediately upon presentation to Client of any such third-party invoice.

3. Ownership and Copyrights

- 3.1 Except for materials where any intellectual property rights are vested in a third party, such as photographic negatives, unused design visuals, color separations, printing plates, artwork, etc., in which case such rights shall remain the property of such third party, all finished materials prepared for and on behalf of Client, and paid for by Client, that Client uses at least once prior to the termination hereof or which Client indicates in writing to B-M during the term hereof as being specifically within the designated plans for adoption and exploitation by Client, shall be, as between B-M and Client, Client's property exclusively and will be given to Client at Client's request or upon termination or expiration of this Agreement. All such materials not so used or designated shall be, as between B-M and Client, B-M's property exclusively.
- 3.2 B-M undertakes to use all reasonable care in the handling and storing of the Client's materials but shall not be liable for loss, damage or destruction of such materials howsoever caused or for any other losses (consequential or otherwise) of any nature arising therefrom.
- 3.3 In purchasing materials or services on Client's behalf, B-M will act as agent for Client and may state this relationship in contracts.

4. Confidentiality

4.1 B-M, on behalf of itself and its employees, hereby covenants and agrees that it:

- a) will exercise reasonable care and caution to keep confidential any and all proprietary information concerning Client's business and operation which becomes known to B-M by reason of the performance of its services on Client's behalf, and which information is clearly marked "confidential" or specifically identified in writing as confidential ("Confidential Information"). Confidential Information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information;
- b) will not disclose any Confidential Information to any person outside of the employment of B-M, unless to do so is required in connection with the performance of its services, and in such event B-M hereby agrees to advise said third parties of the confidential nature of said material; and
- c) will return to Client all such Confidential Information which is in a tangible form then in its possession at the termination of B-M's services, except that B-M shall be entitled to keep evidence of its work product.

4.2 It is further agreed that Confidential Information shall not include the following:

- a) information that is in the public domain at the time of disclosure to B-M or which enters the public domain through no fault of B-M or its employees;
- b) information that is in the possession of B-M or its employees at the time of disclosure to B-M;
- c) information that B-M, or its employees, receive from a third party, and
- d) information that is required to be released in compliance with any court order or other directive having the force of law.

5. Indemnities

5.1 Client is responsible for the accuracy, completeness and propriety of the information that it provides to B-M concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by B-M under this Agreement and any Individual Project Agreement entered into in connection herewith to confirm that all representations, direct or implied, and submitted to Client by B-M for approval, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors. The Client will be responsible for ensuring that all required consents are obtained for the use of all intellectual property contained in any materials or data supplied by the Client to B-M in relation to B-M's services hereunder or under any Individual Project Agreement.

5.2 Client will indemnify and hold B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees, harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees may incur or be liable for arising out of or in connection with any of the following:

- any publicity or other materials prepared or placed by B-M for Client, or other service performed by B-M for Client (which were approved by Client);
 - use of all intellectual property contained in any materials or data supplied by or at the direction of the Client to B-M;
 - any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death); or
 - allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party.
- 5.3 Client's obligations under this Section 5 include payment by Client to B-M for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry to which Client does not object, served upon B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.
- 5.4 B-M will notify the Client of B-M's receipt of any notice or claim or demand or service of legal process involving any matter which the Client has agreed to hold B-M harmless provided always that failure by B-M to so notify the Client shall not prejudice in any way B-M's right hereunder to be indemnified.
- 5.5 B-M shall be entitled to require the Client to provide evidence reasonably satisfactory to B-M that the implementation of any Individual Project Agreement and the provision of other services to be rendered by B-M hereunder shall not result or be likely to result in any claim or proceeding by a third party against B-M.
- 5.6 It will be the responsibility of B-M to make certain that the necessary contracts or releases have been obtained with or from those who are directly engaged by B-M on behalf of Client and whose names, likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement or any Individual Project Agreement entered into in connection herewith, and B-M agrees to indemnify the Client against any losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that the Client may incur as a result of B-M's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by B-M shall not apply in situations where the Client directly provides materials for use or arranges or signs such contracts, releases or agreements with third parties nor shall it apply where the claim arises from matters as to which B-M has advised Client of the risks involved and Client has agreed to accept those risks in which case Client shall indemnify B-M.
- 5.7 Client acknowledges that after any materials or information to be communicated hereunder has been issued to the media or any other third party, its use and dissemination is no longer under B-M's control. The Client further acknowledges that B-M shall not be responsible for the accuracy of any information published by the media or any other third party. The Client agrees and acknowledges that in issuing information hereunder B-M is acting solely as the agent of the Client.

5.8 The terms and conditions of this Section 5 shall survive any termination of this Agreement

6. Force Majeure

6.1 B-M shall not be liable for any loss, damage, injury or delay due to any cause beyond its control including (without prejudice to the generality of the foregoing expression) acts of government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, riots, civil commotion, acts of war, terrorism, malicious mischief or theft provided that if the services to be rendered hereunder shall be interrupted by such causes as aforesaid to a serious degree, the Fee payable in respect of the period of such interruption shall be reduced by such amount as B-M in its absolute discretion deems reasonable.

7. Non-Solicitation of Employees

7.1 B-M agrees not to solicit or hire the Client's employees, who are directly or indirectly involved in matters related to this Agreement or any Individual Project Agreement entered into in connection herewith, for employment with B-M, and the Client agrees not to solicit or hire B-M's employees, who are directly or indirectly involved in matters related to this Agreement or any Individual Project Agreement entered into in connection herewith, for employment with the Client, with effect from the time that this Agreement comes into force until one year after the expiry of this Agreement. In the event that either B-M or the Client contravenes this Section 7 without obtaining the other party's prior written consent, such party will be liable to the other party for a one-time payment equal to 50% of the seduced employee's annual compensation.

8. Foreign Corrupt Practices Act

8.1 The parties hereto agree that B-M is subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "Act"). The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for B-M.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from B-M, the parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party will give representatives designated by B-M immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others B-M may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation B-M may conduct.

8.2 The parties hereto agree that in the event either shall hire or contract with any consultants or others to assist with fulfilling the terms of this Agreement or any Individual Project Agreement entered into in connection herewith, all such consultants or others shall execute and deliver an FCPA Undertaking in the form attached hereto as Exhibit A.

9. Notices

9.1 Any notice or communication required to be given hereunder may be delivered personally, or sent by registered post or transmitted by facsimile to the Client at the address contained herein and to B-M at 230 Park Avenue South, New York, NY 10003 Attention: Linda A. Hersh and shall be deemed received within one (1) day if delivered by hand or transmitted by facsimile (as the case may be) and within two (2) days if sent by registered post.

10. Term and Termination

10.1 The term of this Agreement shall commence as of August 7, 2002 and continues until either party terminates it by giving ninety (90) days prior written notice. Client shall pay all fees, charges and expenses incurred by B-M hereunder or under any Individual Project Agreement entered into in connection herewith up to the effective date of such termination.

10.2 Upon the effective date of the expiration or termination of this Agreement, all property in B-M's possession belonging to Client pursuant to the terms of Section 3 hereof and all contracts for services and materials entered into by B-M for Client shall be turned over and/or assigned to Client. The termination (howsoever arising) of B-M's appointment shall be without prejudice to the Client's obligations to honor all sums due B-M hereunder, including without limitation, the cost of contracts and commitments which B-M has already entered into on the Client's behalf with suppliers, media owners or other third parties and the Client shall assume and be responsible for all such commitments and contracts. The Client shall hold B-M harmless from any losses, claims, damages, expenses (including reasonable attorney's fees and costs) or liabilities arising from the cancellation or termination of such commitments or contracts as a consequence of the termination of B-M's appointment hereunder.

11. Governing Law

11.1 The terms and conditions set forth herein shall be governed and construed in accordance with the laws of the State of New York, U.S.A. The parties hereto submit to any state or federal court in New York as the exclusive jurisdiction for any actions arising under this Agreement or any Individual Project Agreement entered into in connection herewith or as a result of any relationship among the parties. The prevailing party in any action shall be entitled to reimbursement by the non-prevailing party of reasonable legal fees and expenses incurred in bringing any such action.

12. Survival

12.1 Sections 3, 4, 5, 7 and 8 shall survive any termination of this Agreement.

If you agree to the terms and conditions set out above, please indicate your confirmation and acceptance by having your authorized representative sign in the space provided below and returning to us one originally signed copy of this letter.

We look forward to working with you.

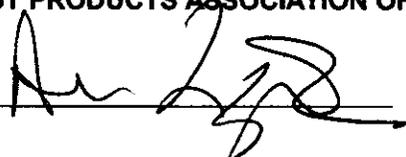
Yours sincerely

BURSON-MARSTELLER

By: 

Ken Rietz
Chief Operating Officer, Worldwide

**Accepted and agreed by:
FOREST PRODUCTS ASSOCIATION OF CANADA**

By: 

Name: Avrim LAZAR

Title: CEO AND PRESIDENT

Date: OCTOBER 15, 2002

EXHIBIT A

FCPA Undertaking

I _____, have been retained by Burson-Marsteller (the "Company"), to assist the Company in its contract with _____, a corporation organized under the laws [_____], whereby the Company would provide marketing communications and public relations services for a campaign aimed at [_____].

In consideration of such retention, I hereby acknowledge that, at the Company's request, I have read and understand the relevant provisions of the Foreign Corrupt Practices Act 15 U.S.C. §78dd-2 (the "Act"). The Act is fully applicable to Young & Rubicam Inc. ("Y&R") and its subsidiaries and affiliates throughout the world. In further consideration of such retention, I have read and understand the Policies of Y&R on the Conduct of Business (the "Policies"). I will scrupulously adhere to the Act and the Policies and will enforce compliance therewith by any individual I may direct or oversee in connection with my retention.

Moreover, I will not pay, and I will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his or its lawful duty or inducing him or it to exercise his or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the Company.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from the Company, I will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should I become aware of a possible violation of the Act or the Policies, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, I will give representatives designated by the Company immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others I may retain or direct in connection with my consultancy, to cooperate fully, with any inquiry or investigation the Company may conduct.

[_____]

Signature

Date