

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 BSMG Worldwide 1501 M Street, NW, #600 Washington, DC 20005 | | 2. Registration No. |
| 3. Name of foreign principal Movement for Democratic Change | 4. Principal address of foreign principal 1900 South Clark Street Chicago, IL 60616 | 2001 RECEIVED CRIMINAL DIVISION JUN 22 11 8:30 |
| 5. Indicate whether your foreign principal is one of the following: | | |
| <input type="checkbox"/> Foreign government | | |
| <input checked="" type="checkbox"/> Foreign political party | | |
| <input type="checkbox"/> 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 type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ | | |
| <input type="checkbox"/> Individual-State nationality _____ | | |
| 6. If the foreign principal is a foreign government, state: N/A | | |
| 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. 1900 South Clark Street, Chicago, IL, 60616 | | |
| b) Name and title of official with whom registrant deals. Isaac Maposa, National Coordinator | | |
| c) Principal aim Advancing the MDC agenda | | |

8. If the foreign principal is not a foreign government or a foreign political party, N/A

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

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

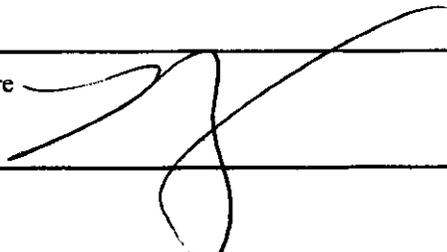
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

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.

N/A

| | | |
|------------------------------|---|---|
| Date of Exhibit A 6/18/01 | Name and Title Lance Morgan President/Partner | 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. 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 BSMG Worldwide | 2. Registration No. 3911 |
|---|---------------------------------|

| |
|--|
| 3. Name of Foreign Principal Movement for Democratic Change |
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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.

Assist the Movement for Democratic Change in preparing for the visit of Morgan Tsvangirai, Leader of the Movement, to the U.S.

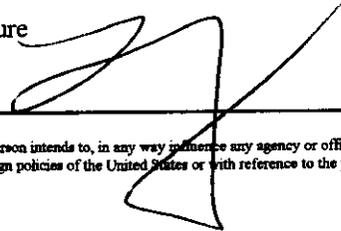
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Coordinate communications activities relating to Morgan Tsvangirai's visit to the United States.

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.

Various federal agencies could possibly take action on matters related to the principal's interests. Our activities are explaining these policies and programs of the MDC.

| | | |
|------------------------------|---|---|
| Date of Exhibit B 6/18/01 | Name and Title Lance Morgan President/Partner | Signature  |
|------------------------------|---|---|

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.

B S M G W O R L D W I D E

May 29, 2001

Mr. Isaac Maposa
National Coordinator
Movement for Democratic Change
c/o 1900 South Clark Street
Chicago, IL 60616

Dear Mr. Maposa:

This letter agreement ("Agreement") sets forth the terms and conditions under which BSMG Worldwide, Inc. ("Agency") agrees to provide communications and consulting services to Movement for Democratic Change ("Client"), effective as of June 1, 2001 (the "Effective Date").

1. Compensation And Expenses.

For our services and outlays on your behalf, you agree to pay us compensation as follows:

a. Hourly Fee. Client shall pay Agency its standard hourly time charges incurred by Agency on Client's behalf, not to exceed \$15,000 without your prior written authorization. It is understood and agreed that the hourly time charges are subject to change by Agency upon thirty (30) days prior written notice. The standard hourly time charges for Agency are:

| | |
|--------------------------|-------|
| Partner | \$400 |
| Principal | \$325 |
| Senior Managing Director | \$300 |
| Managing Director | \$260 |
| Director | \$200 |
| Senior Associate | \$160 |
| Associate | \$125 |
| Account Assistant | \$ 90 |
| Assistant | \$ 60 |

b. Expenses. Client shall reimburse Agency for Agency's reasonable, actual out-of-pocket expenditures upon Client's receipt of itemization thereof, including but not limited to travel, printing, postage, telephone, facsimile, messenger and courier services.

2. Billing.

a. On or about the tenth of each month, Agency shall bill Client for the hourly time charges and the reimbursable expenses incurred by Agency during the previous and/or prior months. In the event payment is not received within thirty (30) days of invoice date, Client agrees to pay Agency the simple interest computed at 1 1/2% over the prime rate of interest in effect at Citibank, N.A., in New York City, on the amount outstanding at the end of such 30-day period, until such payment is received. Client agrees to reimburse Agency for any costs incurred (including reasonable attorneys' fees) in connection with Agency's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, Client shall notify Agency in writing of the disputed amount and reason for the dispute, and Client shall pay all undisputed amounts owed while the dispute is under negotiation.

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3. Term; Termination.

a. This Agreement is effective as of the Effective Date first stated above. This Agreement will continue in full force and effect from that date until June 30, 2001.

b. Upon termination, any materials or services Agency has committed to purchase for Client shall be paid for by Client and Agency shall receive applicable compensation as outlined herein. Agency shall transfer, assign and make available to Client or Client's representative all property and materials in Agency's possession or control belonging to and paid for by Client, provided that there is no overdue indebtedness then owing by Client to Agency.

4. Confidentiality. Agency shall take reasonable steps to ensure that proprietary or confidential information ("Confidential Information") supplied by Client to Agency is not disclosed to any third party. Confidential Information does not include information known to Agency prior to disclosure by Client, information that is publicly known or information available from or disclosed by a third party not bound in a confidential relationship with Client. Agency shall inform Client of all requests for or inquiries into Client's Confidential Information by third parties and shall only provide same when legally compelled to do so after notice to Client. In the course of performing the services required of Agency hereunder, Agency may disclose Confidential Information as Client shall have approved for disclosure.

5. Ownership; Use Of Materials. Subject to any third party rights in licensed elements, Client shall be sole owner of all rights in and to materials developed and produced by Agency on Client's behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement. Agency may use any materials produced hereunder in Agency's portfolio, on Agency's web site and for internal and trade purposes. Client agrees that mention of Client's name in other contexts (including trade journals, Agency brochures, submission for awards and Agency's website) may occur without Client's prior approval.

6. Non-Solicitation. During the Term hereof and for a six-month period thereafter, Client shall not solicit, employ, or attempt to employ (whether as employee, consultant or otherwise) an employee of Agency without Agency's prior written consent. If Client engages the services of an employee of Agency during the Term hereof or six-months thereafter, Client agrees to pay Agency a fee calculated as twenty percent (20%) of that person's annual salary and/or other compensation.

7. Client Obligations. Client shall be responsible for the accuracy, completeness and propriety of: (a) information concerning Client's organization, products, services and competitors' products and services; (b) compliance with all securities laws and regulations; (c) rights, licenses and permissions to use materials furnished to Agency by Client or on Client's behalf in the performance of this Agreement; and (d) the content of any press releases approved by Client.

8. Indemnification. Client shall defend, indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Agency by any third party, including any governmental agency, which arises out of or in connection with breach of Paragraph 7 above; information or materials supplied by Client or a third party authorized by Client to Agency; or as a result of any governmental investigation, proceeding or administrative hearing regarding the Services. This Section shall survive the termination of the Agreement.

9. Limitation Of Liability. In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.
10. Modification of Plans. In the event Client modifies or cancels any plans or work in process, Client agrees to assume Agency's liability for all authorized commitments, to reimburse Agency for all expenses incurred relating thereto, to pay Agency any related service charges in accordance with the provisions of this Agreement relating thereto, and to indemnify Agency for all claims and actions by third parties for damages and expenses that result from carrying out Client's instructions.
11. Failure of Suppliers. Agency shall endeavor to guard against any loss to Client as the result of the failure of suppliers to properly execute their commitments, but Agency will not be responsible for their failure.
12. Audit. Client, at its expense and through its authorized employees or its independent certified public accountants, shall have the right during normal business hours to examine Agency's records of expenditure on Client's business on an annual basis, excluding access to individual payroll and personnel records. Client shall notify Agency sufficiently in advance (but not less than thirty days) to insure that such records are made available to Client's authorized representative at Agency's premises.
13. Force Majeure. Agency shall not be liable for any delay or failure to carry or make continuously available the Services if such delay or failure is due to any cause beyond the control of Agency, including without limitation restrictions of law or regulations, labor disputes, acts of God, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by arbitration administered by the American Arbitration Association (AAA) in Chicago, in accordance with its Commercial Arbitration Rules as amended and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties' dispute shall be heard and determined by a single arbitrator appointed by the AAA in accordance with its rules. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of the state, excluding its conflict of law principles. The award of the arbitrator shall be final and binding on the parties.
15. Waiver; Assignment. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Neither party shall assign this Agreement without the other party's prior written consent.
16. Entire Agreement; Severability. This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

If the above meets with your approval, kindly indicate your consent by signing both enclosed originals of this letter where indicated, return one to us and retain the other for your files.

Very truly yours,

BSMG WORLDWIDE, INC

By: [Signature]

Printed Name: Lance Morgan

Title: Partner

Address: 1501 M Street, NW Suite 600

Washington, DC 20005

Date: June 1, 2001

ACCEPTED & AGREED

MOVEMENT FOR DEMOCRATIC CHANGE

By: Z. H. Sibanda

Printed Name: ZANELE H. SIBANDA

Title: Coordinator

Address: 1900 S. Clark St

Chicago, IL 60616

Date: June 7, 2001

(mdecon/jfd)