

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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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. doing business as Burson-Marsteller	Government of Argentina Ministry of Economy

Check Appropriate Boxes:

- 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.
 - 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.
 - 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.

See Agreement, attached.

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

See Action Plan, attached.

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

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.

The agreement has the primary objective of promoting foreign investments in the Argentine Republic, supporting and promoting exports and other financial and business transactions. Perception of economic progress as reflected in the facts, and disseminated to the business and financial community and the general public, could conceivably affect attitudes of the U.S. Government toward Argentina.

Date of Exhibit B	Name and Title	Signature
February 22, 1978	James J. Cassidy Vice Chairman	<i>James J. Cassidy</i>

^{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.

BURSON-MARSTELLER

A G R E E M E N T

This service agreement made and entered into in the City of Buenos Aires, capital of the Republic of Argentina, between the Government of Argentina, Ministry of Economy of the Nation, represented by His Excellency the Minister of Economy, don Jose Alfredo Martinez de Hoz and the corporation BURSON-MARSTELLER, having its principal place of business at 866 Third Avenue, New York, New York 10022, USA, having established its legal domicile for the purpose of this contract at 456 Avenida Corrientes, ninth floor, of this city, represented for the proceeding by its Vice President, Mr. Victor Emmanuel and who proves his position of authority by means of a power of attorney dated August 18, 1977, a copy of which is attached to the documents that originated this contract

WITNESSETH THAT:

1. PURPOSE : Burson-Marsteller (hereinafter referred to as "THE LESSOR") shall provide abroad information, advisory and news media coverage services concerning the Argentine economy and its performance, with the primary objective of promoting foreign investments in the Argentine Republic, supporting and promoting exports and ^{other} financial and business transactions.

2. OBLIGATIONS AND RESPONSIBILITIES OF LESSOR : As provided in Article 1, the lessor undertakes to offer, according to his best judgment and experience, a general advisory service on information and coverage of economic news and to perform such

such tasks as by their specific nature will prove effective in expediting the objective of this contract, and which specifically will consist of the following:

- 2.1. Furnish to specialized media and trade publications information on the main regulations ruling foreign investments, as well as concerning investment promotion policies. This type of information must be complemented/^{by} promoting news coverage of the evolving Argentine economy, as well by providing an over-all frame of reference.
- 2.2. Promote the publication of information on the Argentine economy through the principal news media.
- 2.3. Promote, subject to approval by the Ministry of Economy, coverage of information generated by visits by Argentine Government officials, corporation managers and other personalities, organizing press conferences, radio and TV interviews, and meetings with leading representatives of the media.
- 2.4. Advise Argentine spokesmen on audience characteristics and of requirements of newsmen who may interview them.
- 2.5. Promote, subject to approval by the Ministry of Economy, coverage and adaptation to the news medium and/^{to} the characteristics of each country of the principal releases, statistics, studies and commentary issued by the government agencies dealing with economic issues, such as the Central Bank, the National Bureau of the Census, Bureau of Foreign Investment and other divisions of the Ministry of Economy, provided these publications are useful to the purpose of this contract.
- 2.6. Organize, when so directed by the Ministry of Economy, visits to the Argentine Republic by individuals of prominence

in the realm of economics and management. The same criterion will be used with respect to the press and opinion leaders. Prior to any trip being taken the lessor shall provide a list of the persons invited which will be submitted to for review by the Ministry of Economy.

2.7. Publish on a monthly basis a bulletin or brief newsletter ("letter service") addressed to the leading corporations, businessmen and persons active in the economy.

2.8. The lessor will provide assistance and background for organizing events at an international level by ^{Argentine} organizations, chambers and concerns when so directed by the Ministry of Economy in fulfillment of the objectives stated in Article 1.

2.9. The lessor will perform in the manner and form indicated in the "Activities Plan" which will be signed and submitted by the lessor with this agreement.

2.10. The lessor will submit a quarterly report on the work accomplished, which must be presented to the Ministry of Economy, attaching copies of the articles published and a synthesis of the opinions prevailing in the foreign countries involved, as well as recommendations for the following quarter, in order to ensure optimum compliance with the stipulations contained in Art. 1.

2.11. On a quarterly basis the lessor will send one of his leading executives to visit and confer with officials of the Ministry of Economy, to make recommendations on actions planned for the next quarter to achieve the stated objectives.

2.12. The lessor will provide, for its own account, the services of creativity, translations, printing jobs, photographs, clippings and TV and radio monitoring. Transmission of information by telex

will be made available by the Ministry of Economy.

2.13. Within ninety days after the closing of the first year of this contract the lessor shall submit to the Argentine authorities a general report which will include an evaluation of the work done as well as deal with the achievement of objectives.

3. GEOGRAPHIC AREA: The lessor's services will be performed as provided in the Activities Plan, in the following countries: USA, Canada, Federal Republic of Germany, United Kingdom, Japan, Switzerland, Spain, Italy, Holland and Belgium.

4. OCCASIONAL SERVICES: When so directed by the Ministry of Economy the lessor undertakes to perform occasional services within the geographic area stipulated hereunder or in third countries, with the only limitation that same belong in the scope of this contract.. For these services the lessor will submit an estimate describing the services and their cost. Upon approval of the estimate the lessor will perform the task and receive separate payment of the amount within 30 days from date of estimate approval. This may not include any of the services described in this contract for the countries mentioned, but must represent services of types and countries not mentioned. When by instructions from the Ministry of Economy the occasional services will go beyond the estimated amount the lessor shall perform the service and later submit invoice for higher cost on the unanticipated services performed as directed by the Ministry of Economy.

5. PRICE: As sole and total compensation the ~~lessor shall receive~~ ~~the~~ lessor shall receive an amount of US\$ 848,000 , payable by deposit, without discounts of any kind, to account No.34-0-81,

order of Burson-Marsteller, with the N.Y. branch of Banco de la Nacion Argentina.

6. Form of Payment and Instalments: The remuneration amount will be deposited with Banco de la Nacion Argentina, New York branch, in four consecutive quarterly and equal payments which fall due within the first 10 days of each quarter. The first payment will be made within 45 days from the date of ratification of this contract by the Executive Branch, provided that by that time the National Budget Law for 1978 has been approved.

7. Provisional Term of Contract : Service will be provided by the lessor during a twelve-months period, from January 1, 1978 to December 31 of the same year. This term will be extended by 90 days, provided that thirty days prior to expiration of the contract neither party ^{has} indicated its desire for not renewing it.

8. Cancellation: The Ministry of Economy may rescind this contract in the following cases:

8.1. When the lessor incurs in grave negligence or infringes the obligations stipulated in the contract.

8.2. When the lessor assigns this contract without previous authorization from the Ministry of Economy, or when the lessor, through merger, fission or any other means should modify his current legal status.

8.3. When the lessor abandons or interrupts his work for periods of more than 30 days.

8.4. When the lessor goes bankrupt or into settlement without bankruptcy or for any other reason forfeits the free management of his property.

8.5. When the lessor contracts with third parties the performance of services that are contradictory to the interests of the nation.

9. The lessor may rescind the contract in the following cases:

9.1. If the Ministry carries out acts or fails to comply with the contract obligations which would render impossible or difficult the fulfillment of the contract.

9.2. If the Ministry of Economy fails to make payments and if same were over sixty days in arrears.

9.3. If circumstances arose of a fortuitous nature or of force majeure such as would make impossible the fulfillment of the contract, or substantially change the conditions prevailing at the time of signing this contract.

10. Ad Referendum - Retroactivity : The parties hereby give evidence that by reason of urgency this contract has been in force as of the first day of January and that since that date the lessor has been performing services. This contract will be annulled if it is not approved by the Executive Branch of the National Government within 90 days, being signed ad referendum, in which event the lessor will be reimbursed for costs incurred.

11. Stamp Tax : The lessor shall pay 50% of the stamp tax on this contract.

12. The parties to this contract will submit to Argentine Law for whatever issues may arise from same and they accept the jurisdiction of the Federal Court of the nation's capital.

In proof thereof two copies of identical content and for the same purpose are signed in the place designated "ut-supra", on this 11th day of the month of January of 1978.

Jose Alfredo Martinez de Hoz

Victor Emmanuel

BURSON-MARSTELLER
A C T I O N P L A N

As provided in Article 2, Section 9, of the agreement entered into by Burson-Marsteller and the Ministry of Economy of the Argentine Republic, the furnisher of services agrees to perform said services in the following manner and form:

Basically, the services shall be performed in Canada, USA, Great Britain, the German Federal Republic and Japan.

In the aforementioned countries this will comprise:

A) Publishing Services: This means services that Burson-Marsteller shall perform in terms of information and press, consisting of:

A.1. News Agency Action: In that capacity BURSON-MARSTELLER will do the following:

A.1.a) Distribute economic or business news material for weekly bulletins. The material will be furnished by the Ministry of Economy's press office.

A.1.b) Prepare and distribute to economic and trade publications and other media of communication articles on the evolving Argentine economy for the purpose of attracting foreign investment, promoting exports and informing potential investors of the progress being made by the Argentine economy.

A.1.c) Report on foreign corporations successfully operating in Argentina.

A.1.d) Adapt and prepare articles signed by the economic authorities in Argentina in the form of opinion reporting, for publication by leading trade and business magazines.

A.1.e) Poll and evaluate public opinion concerning Argentina, as expressed by the leading publications, with special emphasis on economic reporting, in the five aforementioned countries.

A.2. Press Activity: Within the scope of this service the following will be provided:

A.2.a) A monthly economic news bulletin for distribution mainly to the management sectors of the five aforementioned countries. The format of this publication is subject to approval by the Ministry of Economy.

A.3. Information Support:

This service will provide assistance to Argentine visitors with respect to the news media.

A.3.a) This service will include the arranging of personal interviews, depending on the nature of the information medium, with representatives of the press, radio, television. It will also include arranging press conferences with newsmen of the location where the conference is held.

B-M will not defray travel expenses of press people from one location to another nor meals or seminars.

Without prejudice to the foregoing, M-B will perform these excluded services if so requested by the Ministry of Economy, it being understood that payment of same will be made as an extra service against presentation of the corresponding invoices.

A.4. Press Assistance: This item comprises programming, preparing and arranging visits to Argentina by news media representatives, when so directed by the Ministry of Economy. This action will be in consultation with the Ministry of Economy. B-M will bear the costs for its own staff as well as the costs resulting from the preparation of press releases. Travel and hotel costs for the newsmen will not be for B-M's account.

A.5. Commemorative News Coverage: Preparation and distribution to the economic and business publications and to the management medium of a press release commemorating the second anniversary of the current economic policy.

B) Corporate Relations Service:

B.1. B-M will furnish advice and counsel to officials from the economic sector with respect to promoting and holding meetings with corporation executives or potential investors. Also, with associations, chambers, management or business organizations, whenever so directed by the Ministry of Economy.

B.2. Likewise, Burson-Marsteller will prepare and distribute specific material to the specialized press and to the management medium, such as guidelines or data for the investor.

- B.3. For publications in addition to those mentioned in B.2. Burson-Marsteller undertakes to provide advisory services.
- B.4. For the preparation of audio-visual presentations B-M will likewise undertake to furnish advice to the client. Any services not mentioned in this section relating to this type of action will be invoiced according to the provisions ruling "Occasional Services".
- C) Complementary Services: Complementing the aforesaid services the following services mentioned below will be performed in the countries named below:
- C.1. Holland: Distribution of an Economic News Bulletin to the corporate medium.
- C.2. Belgium:
- C.2.a) Distribution of an Economic News Bulletin to executives of the European Economic Community and to a select group of representatives of member countries.
- C.2.b) Preparation of instructive reports for distribution to the aforesaid persons. This literature must focus on the subjects most relevant to Argentina's relationship with the European Economic Community. There will be a total of no more than 4 reports during the life of this contract.
- C.3 Switzerland, Italy and Spain
- C.3.a) Distribution in these countries of an Economic

C.3.b) Distribution of a weekly bulletin and other informative material to the news media.

D) Occasional Services:

The services stated under this category will be governed by Art. 4 of the contract and will be performed only when expressly so requested by the Ministry of Economy. These services comprise:

D.1. Assistance to officials of the Ministry of Economy and to Argentine directors of enterprises concerning the services stated under A.3., as information support when the action is performed in Holland, Belgium, Switzerland, Spain and Italy.

D.2. Press Assistance Services: When the tasks outlined under this heading in A.4. are performed in connection with visitors from Holland, Switzerland, Belgium, Spain and Italy.

D.3. Publications of leaflets and/or books, creation of audio-visual material or films. It is expressly stipulated that the services contracted include advisory on the preparation, substance, creation and mounting. The production of the material is not included, and if such task is undertaken it will fall under Occasional Services.

D.4. Establishment of Binational Management Associations for commercial exchange. Burson-Marsteller will act in an advisory capacity, free of charge, in forming associations in Germany and Canada, as determined by the Argentine Commercial At-

taches' interest in those countries. Costs of maintenance, communications, bulletins or reports to the members will be for account of the associations and do not concern the parties (to the contract).

Performance of services to other binational associations that the Minister of Economy may decide to promote through us will be governed by the provisions of the Occasional Services clause.

D.5. Preparation and execution of opinion audits on the Argentine economic scene, to explore attitudes and thinking of potential foreign investors and/or management media.

E. Conclusion : Burson-Marsteller takes charge of the Public Relations Service as outlined in the contract and in this Work Plan, thereby assuming a responsibility which consists of making available to the contractor its aforementioned knowledge and action for the purpose of achieving the goals set by the Ministry of Economy of the Argentina.

Buenos Aires, January 11, 1978.

Jose Alfredo Martinez de Hoz

Victor Emmanuel