

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 Fleishman-Hillard, Inc. 40 West 57th Street New York, NY 10019	2. Registration No. 3774
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3. Name of foreign principal Novo Nordisk A/S	4. Principal address of foreign principal Novo Alle 2880 Bagsvaerd Denmark
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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:

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

Individual—State his nationality _____

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

a) Branch or agency represented by the registrant. N/A

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

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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

Pharmaceutical Manufacturer

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.

Shareholders

Date of Exhibit A

March 5, 1992

Name and Title

Jan R. Van Meter, EVP.

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 triplicate 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Fleishman-Hillard, Inc.	Novo Nordisk A/S

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 three 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 three 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 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 the expenses, if any, to be received.

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

Public relations services such as product publicity, corporate communications and community relations.

Formerly OBD-65

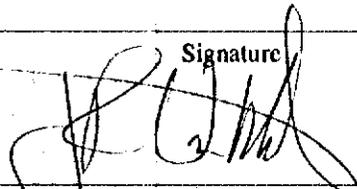
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Public relations services such as product publicity,
corporate communications and community relations

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.

Date of Exhibit B	Name and Title	Signature
March 16, 1992	Jan R. Van Meter, EVP	

¹Political 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.

FLEISHMAN-HILLARD, INC.

CONTRACT

THIS CONTRACT, is entered into on January 1, 1992, between FLEISHMAN-HILLARD, INC., a Missouri corporation ("F-H") and Novo Nordisk A/S, a *Danish Corp.* ("Client").

F-H and Client agree as follows:

1. Retention.

(a) Services. Client retains F-H to provide the public relations and related services described in Exhibit A hereto.

(b) Fees and Billing. F-H shall bill Client monthly for its services and for charges incurred in representation of Client for printing, photography, typography, and other production costs, together with a standard agency commission of 17.65%. Client shall be entitled to retain such services directly from the supplier or to pay bill from such supplier directly, thus being unbound to pay agency commission to F-H for such services. F-H shall also bill Client without commission for all flat expenses, services charges, sales and use taxes, and other out-of-pocket costs incurred in its representation for the benefit of Client including without limitation travel expenses, legal fees, and the cost for spokespersons or other third parties retained under this Contract.

No later than March 1, 1991, the parties shall agree in writing on an annual budget for the period January 1, 1991 to December 31, 1991 in every year for the expenses incurred in connection with the rendering of services by F-H. Monthly payments covering the expenses described in paragraph 1.(b) cannot, without separate written agreement with Client, exceed 1/4 of the total of the budget for the expenses incurred in the quarter in question as described in Exhibit A. For the subsequent years, the same procedure shall apply, using the budget for that particular year.

(c) Payment. Client shall pay in full each F-H invoice upon receipt. Client shall advise F-H of any dispute regarding an invoice within 7 days of receipt. If Client fails to so notify F-H, Client shall be deemed to have accepted such invoice in its entirety.

(d) Nonpayment. If Client fails to pay any F-H invoice within 60 days after the date of the invoice, F-H may, in its sole discretion, suspend all or any part of its services to Client until payment is received or, without prior notice to

Client, terminate this Contract. F-H shall incur no liability of any kind to Client if F-H so suspends its services or terminates this Contract. Client shall pay all collection costs incurred by F-H in collecting any unpaid amounts due that have been outstanding for more than 60 days. F-H also reserves the right to charge interest up to 18% per annum on all amounts more than 60 days outstanding.

(e) Ownership of Materials. All materials produced at Client's expense by F-H shall be the property of F-H until F-H receives Client's payment in full for the cost of all materials and other out-of-pocket expenses plus all fees due.

2. Termination. In addition to F-H's rights under paragraph 1(d) hereof, either party may terminate this Contract at any time with or without cause by giving 15 days' prior written notice to the other party. During the 15 day notice period, F-H and Client shall continue to be bound by the terms of this Contract, F-H shall continue to provide Client with the services specified in this Contract, and F-H shall be paid in full for all services it performs during such 15 day period. Client shall also reimburse F-H for all reasonable amounts that F-H must pay to third parties pursuant to non-cancellable agreements that F-H has entered into in its performance of this Contract.

(a) In case of termination or expiry of this Contract for any reason, F-H shall return all materials to Client.

(b) In case of termination or expiry of this Contract for any reason, F-H is -- if Client so requests -- obliged to finish any ongoing project for Client against payment.

3. Confidentiality. F-H may disclose information gained in developing and implementing a public relations program for Client to its employees, counsel, and other professional advisors if it believes that disclosure is required in connection with F-H's provision of services hereunder, always provided, however, that such recipients are bound by a similar confidentiality obligation. F-H will ensure that such employees, counsel, and other professional advisors agree to be bound to maintain the confidentiality. F-H may also disclose confidential information to the extent required by applicable law or judicial or administrative order. F-H may, without Client's approval, disclose its representation of Client to other actual and potential F-H clients.

(a) Under no circumstances will FH/Kansas City be involved in any work on behalf of Novo Nordisk in the area of marketing its biopesticide products. Nor will any member of

the FH Novo Nordisk client team disclose any of its work or any information gained in its work to any individual working in or for FH/Kansas City. Nor will any FH employee in any office other than FH/Kansas City work on any products competitive with those products produced by Novo Nordisk.

4. Care of Client's Property. F-H will take reasonable precautions to safeguard any of Client's property (excluding information) that is in the custody of F-H or its affiliates, but F-H shall not be liable to Client for any damage to Client's property unless the damage results from F-H's gross negligence in connection with the care of such property. F-H shall have no liability to Client for any damage, loss, or destruction suffered by Client's property that is in the custody or control of any third party retained by Client that is not an affiliate of F-H.

5. Performance and Approvals. During the term of this Contract, representatives of F-H and Client shall meet as frequently as either party deems necessary to review F-H's and Client's performance of their obligations hereunder. In addition to such performance reviews, Client shall regularly review with F-H all comments, criticisms, and suggestions that Client may have about F-H's performance. Client shall also have the sole responsibility for authorizing and approving the scope and content of all services that F-H provides and the content and scope of dissemination of all information, public relations, and promotional materials released by or through F-H or Client. Client, with F-H's recommendation, shall select all other providers of services required in connection with the planning and implementation of the services provided under this Contract.

6. Accuracy of Information. Client shall be solely responsible for the accuracy, completeness, and legal compliance of all information about Client that Client either provides to F-H or approves in connection with F-H's performance of its obligations under this Contract.

7. Indemnification.

(a) Indemnification by F-H. F-H shall indemnify the Client and its officers, directors, employees, and agents against any and all claims, liabilities, damages or costs and against any demands, settlements, or judgments (collectively, the "Claims") arising directly or indirectly from or in connection with any claim of libel, slander, defamation, copyright infringement, misappropriation of ideas, or invasion of rights of privacy arising from any materials prepared by F-H or any of its employees, agents, or independent contractors on the Client's behalf (a "Materials Claim"). However, indemnification provided by this paragraph 8(a) shall not be

applicable to any Claim arising from any such materials that were prepared or approved by Client or any of its employees, agents, or independent contractors.

(b) Indemnification by Client. Client agrees to indemnify F-H and its officers, directors, employees, and agents against any and all Claims that constitute Materials Claims arising from or in connection with materials that were prepared or approved by Client or any of its employees normally associated with the conduct of the public relations program.

(c) Notice. Upon either party's obtaining notice of an actual or possible Claim for which it may be entitled to indemnification, it shall give prompt written notice of the Claim to the other party hereto. Failure to give such notice by the informed party shall not constitute a waiver of such party's right to be indemnified as provided herein.

8. Waiver. The failure of either party to require the strict performance of any provisions of this Contract in any one or more instances, or to exercise its rights hereunder or at law or equity shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

9. Inspection. Client may inspect, at the appropriate F-H office, all correspondence, contracts, books, accounts, and other materials prepared or held by F-H that are directly related to its performance of this Contract. Inspections may be made during F-H's normal business hours on one (1) business day prior written notice to F-H.

10. Third Parties' Performance. F-H shall supervise the performance of any third parties retained by Client in connection with the performance of F-H's obligations under this Contract, but F-H shall only be liable to Client for the losses, liabilities, or damages incurred by Client as a result of any action or failure to act on the part of such third parties if such third parties are retained by F-H.

11. Survival. Paragraphs 1, 3, 7, 8, 9, and 11 shall survive the termination of this Contract, as well as the annexed Confidentiality Agreement.

12. Miscellaneous.

(a) Notices. All notices required under this Contract shall be given in writing by personal delivery, telecopy (with confirmation of receipt), or certified mail (return receipt requested), addressed to F-H at 40 West 57th Street, New York, N.Y. 10019, Attention: Jan R. Van Meter; and to Client at the address set forth below. Notice by personal delivery or telecopy shall be effective when received and

notice by certified mail shall be effective when deposited in the United States mails postage prepaid.

(b) Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Amendment. This Contract may be amended only in writing executed by each of the parties hereto.

(d) Entire Agreement. This Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supercede any and all prior agreements with respect to such subject matter between F-H and Client.

(e) Governing Laws. This Contract shall be governed by and construed under the laws of the State of New York.

(f) Assignment. This Contract may not be assigned by either party without the prior written consent of the other party.

13. Agent for Service. Client hereby irrevocably designates President, Novo Nordisk A/S, 405 Lexington Avenue, New York, N.Y. 10174 as its agent for the service of judicial notice or process in any litigation involving Client and F-H under this Contract. F-H hereby irrevocably designates Husch, Eppenberger, Donohue, Cornfeld and Jenkins, 100 North Broadway, St. Louis, Missouri 63102, Attention: James V. Stepleton, as its agent for judicial service of process.

FLEISHMAN HILLARD, INC.

By J. R. Little

Senior Partner

Date 12/6/91

NOVO NORDISK A/S

By [Signature]

Novo Nordisk A/S

Date 10/12 - 91

(Address)
