

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 Paul Purdom and Company, Inc. dba Purdom Public Relations 395 Oyster Point Blvd., Suite 319 South San Francisco, CA 94080	2. Registration No.
3. Name of foreign principal Canadian Consulate Trade Office	4. Principal address of foreign principal Silicon Valley-333 W. San Carlos St. #945 San Jose, CA 95110 4900

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant. Canadian Consulate Trade Office
- b) Name and title of official with whom registrant deals. Jeanie Weaver
Commercial Officer

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

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal..... Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal..... Yes No

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

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

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

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

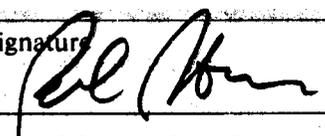
Date of Exhibit A

3/1/94

Name and Title

PAUL PURDOM / PRES

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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Name of Registrant Paul Purdom and Company, Inc. dba Purdom Public Relations	Name of Foreign Principal Canadian Consulate Trade Office
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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 three 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 three 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 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.

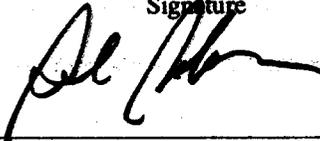
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See contract

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
3/1/94	Paul Purdom President	

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.



SERVICES CONTRACT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA (referred to in this Contract as "Her Majesty") represented by the Secretary of State for External Affairs (referred to in this Contract as the "Minister")

AND

PURDOM PUBLIC RELATIONS
395 Oyster Point Blvd., suite 319
South San Francisco, CA 94080-1931
Contact: Charlie Purdom

___(Referred to in this Contract as the "Contractor").

The Minister and the Contractor agree as follows:

1. STATEMENT OF WORK

The Contractor shall, between the date of this Contract and the end of March '94, perform the following work:

- assist Consulate in screening companies (from an initial list of around 20 firms) in order to put together a group of 4-5 firms appropriate for this particular project
- target media appropriate for each of 4-5 Canadian companies
- educate companies about how to develop and handle media relations
- arrange interviews with media for each company
- follow-up with companies and media, at six and nine month intervals
- in December, provide Consulate with copies of any press articles generated

(Referred to in this Contract as the "work").

2. TERMS OF PAYMENT

Subject to the terms and conditions of this Contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor a sum not exceeding US\$7,500*, to be paid in the following manner:

- US\$3,500 on February 18, 1994 (deposit)
- US\$4,000 on March 31, 1994

*Small miscellaneous expenses may be reimbursed provided they are pre-approved by the Consulate .



3. DEPARTMENTAL REPRESENTATIVE

For the purpose of this Contract, the Minister designates Cameron D. Miller, Consul and Trade Commissioner, as Departmental Representative.

4. SUPPLEMENTAL CONDITIONS

None

5. GENERAL CONDITIONS

5.1 Independent Contractor Status

It is understood and agreed that the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a specified service.

5.2 Confidentiality & Security

During and after the performance of the work, the Contractor shall treat in a confidential manner any information to which he/she becomes privy as a result of acting under the Contract, and the Contractor shall comply with all applicable security procedures and requirements.

5.3 Intellectual Property and Other Property

All intellectual and other property in the work, including copyright, shall vest in Her Majesty.

5.4 Payment

5.4.1 Payments under this Contract, except advance payments, shall be conditional upon performance, completion and delivery of the work, or any part of the work to the satisfaction of the Minister, and upon submission to the Departmental Representative of a claim for payment.

5.4.2 Subject to Parliamentary appropriation of funds and to subsection (5.4.1), payment by the Minister for the work shall be made:



- 5.4.2.1. In the case of an advance payment, with in thirty (30) days of the signing of this Contract by both parties, and receipt of an invoice requesting payment, whichever is later;
- 5.4.2.2 In case of a progress payment, within thirty (30) days following the date of receipt of a duly completed work or progress report, and receipt of an invoice requesting payment, whichever is later; and
- 5.4.2.3 In the case of final payment, within thirty (30) days following the date of receipt of the completed work and receipt of an invoice requesting payment, whichever is later.

6. INDEMNIFICATION

- 6.1 The Contractor shall indemnify and save harmless Her Majesty and the Ministers from and against all claims, losses, damages, costs, expenses, actions and other proceedings made in any manner based upon:
 - 6.1.1 Any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work, or
 - 6.1.2 The use of the invention claimed in a patent, or infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.2 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

7. ASSIGNMENT

- 7.1 The Contractor shall not assign this Contract or any part of it without the written permission of the Minister.



7.2 No assignment of the contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

8. TERMINATION, SUSPENSION, REDUCTION

8.1 The Minister may notify the Contractor at any time to terminate, suspend or reduce the scope of the work or any part of the work not completed, and the Contractor shall immediately comply with the requirements of such notice.

8.2 Upon termination of the work pursuant to subsection (8.1), the Contractor shall immediately deliver to the Minister any finished work which has not been delivered and accepted prior to such termination, together with any materials and work-in-progress relating specifically to the Contract, and all materials, texts and other documentation supplied to the Contractor by the Minister in relation to the Contract.

9. TIME OF THE ESSENCE

9.1 Time is of the essence of the Contract.

10. CONFLICT OF INTEREST

10.1 Where this Contract is a contract for services other than personal services, it is a term of the Contract that no former public office holder who is not in compliance with the Mission-Employment Code for Public Office Holders shall derive a direct benefit from this Contract.

10.2 Where this Contract is a contract for personal services, it is a term of the Contract that:

10.2.1 No former public office holder who is not in compliance with the Mission-Employment provisions of the Conflict of Interest and Mission-Employment Code for Public Office Holders shall derive a direct benefit from this Contract; and

10.2.2 During the term of this Contract, any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Mission-Employment code for Public Office Holders. Should an interest be acquired during the life of



the Contract that would cause a departure from these principles, the Contractor shall declare it immediately to the Departmental Representative.

11. MEMBERS OF THE HOUSE OF COMMONS

11.1 No Member of the House of Commons shall be admitted to any share or part of this Contract, or to any benefit to arise from it.

12. ENTIRE AGREEMENT/AMENDMENTS

12.1 This Contract supersedes all representations, promises or agreements relating to it, whether oral or written, unless they are incorporated by reference in the Contract.

12.2 No amendment to the Contract shall be effective unless specifically agreed to in writing between the Contractor and the Minister.

THIS CONTRACT has been executed on behalf of Her Majesty in right of Canada and on behalf of the contractor by their duly authorized officers.

FOR THE CONTRACTOR

 2/9/94
(SIGNATURE) (DATE)

PAUL Purdom
(NAME PRINTED)

President
(TITLE, ETC., IF APPROPRIATE)

FOR HER MAJESTY

 10 FEB 94
(SIGNATURE) (DATE)

Cameron D. Miller

(NAME PRINTED)

Consul & Trade Commissioner

(TITLE, MISSION, ETC.)