

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 Janus-Merritt Strategies, LLC 1133 21st Street, NW Suite 700 Washington, DC 20036	2. Registration No.  5326
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3. Name of foreign principal Zenith Enterprises	4. Principal address of foreign principal 28 Dilkusha Muthijheel Dhaka, Bangladesh
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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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - 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

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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

Packaging and manufacturing

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.)

Zenith is supervised by a non-U.S. individual: Tasmima Hossain. She serves as the Managing Director of Zenith Enterprises. The owners of Zenith Enterprises are the following:

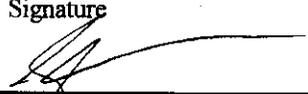
Tasmima Hossain (Managing Director)  
Nizan Hossain (Executive Director)  
Seema Hossain (Director)  
Tareen Hossain (Director)  
Maneezay Hossain (Director)  
Anushay Hossain (Director)  
Reza-ul Ahsan (Director)

Zenith is directed and controlled by the above individuals and is financed by Bangladeshi banks.

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

See above.

Date of Exhibit A	Name and Title Principal	Signature
08/01/99	Scott P. Hoffman	

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 Janus-Merritt Strategies, LLC 1133 21st Street, NW Suite 700 Washington, DC 20036	2. Registration No.  5326
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3. Name of Foreign Principal  
Zenith Enterprises

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.

The above will be undertaken through personal contacts, telephone conversations and written correspondence, if necessary.

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

JMS will focus our efforts on raising the profile of Bangladesh by working with the U.S. media to obtain favorable coverage of recent developments in the economic and political relationship between Bangladesh and the United States. If necessary to accomplish our goals, we will visit with members of Congress, Executive Branch officials, opinion leaders, representatives of non-profit organizations, and members of the diplomatic community in addition to our media contacts.

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.

It is possible that political activity may be undertaken in the future; however, none is currently planned. None has occurred to this date.

Date of Exhibit B 08/01/99	Name and Title Principal Scott P. Hoffman	Signature 
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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.

# Janus-Merritt Strategies, L.L.C.

1133 21st Street, N.W.  
Suite 700  
Washington, D.C. 20036  
(202) 887-6900 Fax: (202) 887-6970  
www.janus-merritt.com

July 16, 1999

Ms. Tareen Hossain  
Director  
Zenith Enterprises  
28 Dilkusha Muthijheel  
Dhaka, Bangladesh

Dear Ms. Hossain:

On behalf of *Janus Merritt Strategies LLC* ("*JMS*"), I would like to thank you for the opportunity to be of service to *Zenith Enterprises, Ltd.* ("*Zenith*"). We look forward to working with you.

This letter constitutes the proposed terms of *JMS*'s representation of *Zenith*. We propose the following contractual terms for your approval:

1. *Services To Be Rendered.* *JMS* will represent *Zenith* in Washington for an initial period of six months. During this initial period, we will focus our efforts on raising the profile of Bangladesh by working with the U.S. media to obtain favorable coverage of recent developments in the economic and political relationship between Bangladesh and the United States. If necessary to accomplish our goals, we will visit with members of Congress, Executive Branch officials, opinion leaders, representatives of non-profit organizations, and members of the diplomatic community in addition to our media contacts.
2. *Communications and Chain of Command.* *JMS* will report to Ms. Tareen Hossain. In this endeavor, all communications between *JMS* and *Zenith* will be held in strict confidence.
3. *Term.* This engagement will begin on August 1, 1999 and run through January 31, 2000.
4. *Renewal.* At the conclusion of the initial six month period, and for subsequent periods thereafter, this contract will automatically be extended for six month increments unless *JMS* receives written notice of intent to terminate the relationship at least thirty (30) days prior to the latest date of termination.
5. *Confidentiality Provisions.*
  - a. *Non-disclosure by Zenith.* *Zenith*, and its agents, employees, and representatives, expressly undertake to retain in confidence all information transmitted to the organization and its representatives by *JMS* and its representatives that *JMS* has designated as proprietary and/or confidential, or that by the nature of the circumstances surrounding the disclosure by *JMS*, ought in good faith, be treated as proprietary and/or confidential (hereinafter "confidential information"). The foregoing shall apply to all information related to fundraising techniques, as well as proposed projects for *Zenith* to consider, regardless of whether the organization approved or denied approval to such project. *Zenith* agrees to make no use of confidential information except under the terms of this agreement or subsequent services agreement. Accordingly, *Zenith* agrees to make no use of any proposal, project, or fundraising technique presented to the organization unless it does so by utilizing *JMS* under the terms of this agreement or for a period of one year following the

termination of this agreement. Zenith shall use its best efforts to protect the confidential information and know-how disclosed to the organization by *JMS* in order to fulfill the terms of this agreement. Zenith shall notify *JMS* promptly upon discovery of any unauthorized disclosure of confidential information, and will cooperate with *JMS* and its attorneys in every reasonable way to regain possession of such confidential information, and to prevent future unauthorized use or disclosure. Zenith's obligation to protect confidential information under the terms of this agreement shall extend to the earlier of such time as the confidential information is made publicly available by persons other than Zenith or its representatives, agents or employees, or one (1) year following execution of this agreement.

- b. *Non-Disclosure by JMS.* *JMS* acknowledges that material and information may be provided by Zenith to *JMS* in order to meet the objectives of this agreement. *JMS* agrees to protect such information as confidential, and will retain it in confidence unless required to disclose under summons, subpoena, or other government-imposed mandate.
- c. *Enforcement of Confidentiality Provisions.* Zenith acknowledges *JMS*' right to sue for infringement of the agreement, and/or unauthorized use of *JMS*' proprietary/confidential materials, regardless of whether such materials are protected under the intellectual property laws of the United States. Zenith further acknowledges *JMS*' right to collect and retain damages from any such infringements.
- d. *Equitable Relief.* Zenith and *JMS* agree that the obligations under the confidentiality provisions of this agreement are essential in order to protect each other. As such, the parties agree and acknowledge that monetary damages may not fully compensate the non-breaching party in the event that the confidentiality provisions of this agreement are breached. Accordingly, *JMS* and Zenith agree and acknowledge that any such violation or threatened violation of the confidentiality provisions will cause irreparable injury. The parties further agree that in addition to, and without waiving any other remedies available at law (including monetary damages), the non-breaching party shall be entitled to temporary, preliminary, and/or permanent injunctive relief, without the necessity of establishing damages relating to such breach of the confidentiality provisions of this agreement.

6. *Payment and Invoicing.*

- a. *Payment for services rendered* The services performed in accordance with this contract shall be undertaken for the sum of \$5,000 per month.
- b. *Expenses.* In addition to our monthly retainer, *JMS* will invoice Zenith for reasonable out-of-pocket expenses incurred in the course of the representation. Such expenses will likely include photocopying, taxis, messenger services, business-related meals, client-directed travel, etc. We do not anticipate that such expenses will exceed 10% of the monthly retainer. If they approach the 10% mark, we will notify Zenith. Expenses will be invoiced at the cost incurred by *JMS*.
- c. *Invoices.* Invoices will be bifurcated. Professional fees will be due on the first day of each month for which services are to be rendered. Expenses, however, will be invoiced on the first day of the month following the month in which the expenses are incurred.
- d. *Payment of Invoices.* Payments shall be due within fourteen (14) calendar days of receipt of invoice. Payments not received by the fourteenth day shall be considered overdue. Interest shall accrue on overdue amounts at the rate of one percent per month and shall be compounded. Should collection activities necessitate legal action, Zenith agrees to pay all reasonable attorney's fees and costs related to such action.

7. *Proprietary Materials.* All materials prepared by *JMS* for this endeavor shall be deemed proprietary and property of *JMS*.

8. *Conflicts of Interest.* Although *JMS* is not a law firm, we follow the American Bar Association's guideline on conflicts of interest. As such, you should know that *JMS* will not take on clients that have interests which directly conflict with our active representation of Zenith. From time to time, however, we may take on clients that have common interests with Zenith or may be adverse to Zenith on issues unrelated to our representation of the association. By signing this agreement, Zenith consents to such representation and waives indirect conflicts, as defined in the under the ABA's Model Rules of Professional Conduct.

9. *Covenant Not To Employ JMS Personnel.* Zenith agrees to bar any current or future *JMS* employees, agents, principals, or other personnel from providing employment or other services to Zenith during the course of and for a period of one year after termination of this agreement or subsequent agreements without the written consent of *JMS*.

10. *Jurisdiction, Choice of Law, and Attorneys Fees.* In the event that legal action is necessary to enforce the terms of this agreement, the parties agree and consent to jurisdiction in the District of Columbia, with the applicable law being that of the District of Columbia. In such event, the winning party shall be entitled to legal fees and costs associated with the litigation.

If the terms contained herein are acceptable to you, please sign a copy of this letter and fax it back to us. Please send one signed original to *JMS* via first class mail.

Again, thank you for the opportunity to be of service to Zenith. On behalf of our entire team, I look forward to working with you and Zenith.

Best regards,



Scott P. Hoffman  
Principal  
Janus Merritt Strategies, LLC

FOR ZENITH ENTERPRISES, LTD.



Date: July. 20. 99