

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security 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 Fleishman-Hillard Inc. 200 No. Broadway, St. Louis, MO 63102	2. Registration No. 5801
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3. Name of foreign principal Social Communication Secretariat of the Office of the President of the Republic of Brazil	4. Principal address of foreign principal Esplanada dos Ministérios Bloco A-6 Andar, Gabinete Brasília-DF, Brasil 7054-906
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CRH/ISS/REGISTRATION UNIT
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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:

<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): _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Social Communication Secretariat of the Office of the President

b) Name and title of official with whom registrant deals
Ottoni Guimarães Fernandes, Junior – Executive Secretary of Secretariat for Social Communication of the Office of the President

7. If the foreign principal is a foreign political party, state:

a) Principal address
N/A

b) Name and title of official with whom registrant deals
N/A

c) Principal aim
N/A

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.

N/A

b) Is this foreign principal

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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	Name and Title	Signature
March 13, 2009	William B. Winkeler Sr. Vice President, Sr. Partner, & Corporate Controller	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security 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 Fleishman-Hillard Inc. 200 No. Broadway, St. Louis, MO 63102	2. Registration No. 5801
3. Name of Foreign Principal Social Communication Secretariat of the Office of the President of the Republic of Brazil	

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CLASS/REGISTRATION UNIT

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 attached agreement is between Registrant's contract affiliate in Brazil and the Foreign Principal. Pursuant to the agreement, Registrant will be providing services directly to the Foreign Principal. The services will include public relations outreach and counseling on behalf of the Foreign Principal regarding economic development and overall country image of Brazil.

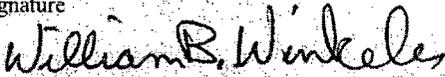
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As stated above and in the attached contract document, Registrant's services to the Foreign Principal will include public relations outreach and counseling on behalf of the Foreign Principal regarding economic development and overall country image of Brazil. Such services may include contacting the U.S. media, academicians, investment analysts, and others.

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.

See responses to No. 7 and No. 8 above as to subject matter and possible audiences.

Date of Exhibit B	Name and Title	Signature
March 13, 2009	William B. Winkeler Sr. Vice President, Sr. Partner & Corporate Controller	

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**SERVICE AGREEMENT FOR CONSULTING, PRESS
AND PUBLIC RELATIONS BETWEEN THE FEDERAL
GOVERNMENT, THROUGH THE SOCIAL
COMMUNICATION SECRETARIAT OF THE OFFICE
OF THE PRESIDENT OF THE REPUBLIC, AND THE
COMPANY CDN COMUNICAÇÃO CORPORATIVA
LTDA.**

PROCESS No. 00170.000250/2008-53

AGREEMENT NO 05/2008

The **FEDERAL GOVERNMENT**, through its intermediary the Social Communication Secretariat of the Office of the President of the Republic, with Tax ID [CNPJ] No. 09.234.494/0001-43, herein represented by its Assistant Executive Head **OTTONI GUIMARÃES FERNANDES JUNIOR**, a Brazilian citizen, resident and domiciled in this city, with Tax ID (CPF) No. 925.081.388-00, in accordance with the powers stated in art. 1 of Administrative Act No. 9 dated Feb. 27, 2008, published in the DOU on Feb. 28, 2008, hereinafter the **CONTRACTING PARTY**, and the company **CDN COMUNICAÇÃO CORPORATIVA LTDA**, with Tax ID [CNPJ] No. 57.863.854/0001-19, and main offices at Av. Brig. Faria Lima, 2601, 9º Andar, Jardim Paulistano, São Paulo/SP, CEP: 01.452-000. telephone (11) 3643-2733/ fax (11) 3643-2843, herein represented by **HELIO MAÇOL SOUSA**, a Brazilian citizen, bearer of Identity Card No. 02.271.360-6-IFP/RJ, with Tax ID (CPF) No. 178.444.957-15, hereinafter the **CONTRACTED PARTY**, hereby agree to the terms of this Agreement, the result of Competition No. 1/2008, as per Process No. 00170.000250/2008-53, subjecting the parties to Law No. 8,666 dated June 21, 1993, to Decree No. 1,070 dated March 2, 1994, to Decree No. 2,271 dated July 7, 1997, to Decree No. 4,485 dated November 25, 2002, to Regulatory Directive MARE No. 5, dated July 21, 1995, republished in the DOU on April 19, 1996, subject to the following clauses and conditions:

CLAUSE ONE - PURPOSE

The purpose of this Agreement is the rendering of consulting and press and public relations services to promote Brazil abroad, as specified in the Basic Plan.

Sole Sub-clause - Call for Bids No. 1/2008, its Schedules and the proposal of the **CONTRACTED PARTY** are an integral part of this instrument, regardless of its recording.

CLAUSE TWO - THE OBLIGATIONS OF THE PARTIES

I - In addition to the other obligations agreed to in this Agreement, the **CONTRACTED PARTY** assumes the following obligations:

1) Operate in Brazil and maintain a formal operational agreement with the company Fleishman-Hillard International Communications, Inc., including its branches in the United States [Fleishman-Hillard Inc.], in Europe [Fleishman-Hillard Saunders Limited] and in Asia [Fleishman-Hillard Public Relations and Consulting (Beijing) Company, Limited], duly formalized on submission of its Technical Proposal (Schedule II of this Agreement), with infrastructure and personnel sufficient to perform the activities;

2) Retain professionals working full time serving the needs of the **CONTRACTING PARTY** in Brazil, as established in sub-items 6.2, 6.3, and 6.4 of the Basic Plan.

- In the United States: one permanent employee, holding the position of Master Coordinator, who will plan overall activities to satisfy the objective of the Basic Plan;

- In Europe: one employee, holding the position of Coordinator, who will plan regional activities to satisfy the objective of the Basic Plan, as necessary and convenient;

- In Asia: one employee, holding the position of Coordinator, who will plan regional activities to satisfy the objective of the Basic Plan, as necessary and convenient.

3) Take responsibility for its employees or contractors, none of whom will have an employment relationship with the **CONTRACTING PARTY**, and the **CONTRACTING PARTY** will not be responsible under any circumstances for any onus due to nonperformance of obligations to third parties.

4) Prove that:

4.1) All professionals working in Brazil are fluent in English, in addition to Portuguese, and have a certificate proving this ability.

4.2) All professionals working abroad are fluent in English.

4.3) The Master Coordinator, allocated permanently in the United States, shall have experience in operations similar to those to be carried out during the term of this Agreement.

4.4) The Coordinators allocated in Europe and Asia shall have experience in operations similar to those to be carried out during the term of this Agreement.

5) Submit documentation proving the experience and qualifications of each professional to be made available to the **CONTRACTING PARTY**.

6) Hold assessment meetings when requested by the **CONTRACTING PARTY**, together or separately, with the Master Coordinator, the coordinators, the team in Brazil and the Contract Manager, in accordance with plans to be submitted by the **CONTRACTED PARTY** and approved by the **CONTRACTING PARTY**.

6.1) The meetings may be held in one location, or held using teleconferencing devices, or held using some other adequate medium and recorded in minutes that will become part of the report for the month in which they take place.

7) Without prejudice to legal provisions, the **CONTRACTED PARTY** must comply with the responsibilities stated in this Agreement, and must also:

7.1) Not transfer this Agreement to third parties in any way, not even partially, nor subcontract any of the services which it must render.

7.2) Repair, correct, remove, reconstruct or substitute, at its expense (at no cost to the **CONTRACTING PARTY**), in full or in part, the services described in this Agreement in which defects or errors resulting from performance are discovered (art. 69 of Law No 8,666/93).

7.3) Take responsibility for all costs and expenses related to compliance with the obligations created by this Agreement.

7.4) Maintain, as per the obligations contracted, all qualification conditions required in Competition No 001/2008. Thus, during the term of this Agreement, the **CONTRACTED PARTY** must renew all documents related to legality, with partial qualification in SICAF (art. 55, sub-item XIII of Law No. 8,666/93).

- 7.5) Maintain the information obtained due to the agreement absolutely confidential.
- 7.6) Perform the services for which it was contracted in accordance with this Agreement and the Basic Plan and in compliance with relevant norms and legislation.
- 7.7) Ensure that the professionals responsible for rendering services are duly identified with badges when working at the facilities of the **CONTRACTING PARTY**.
- 7.8) Take full civil, administrative and penal responsibility for any damage or material and/or personal loss caused by its employees to the **CONTRACTING PARTY** or to third parties.
- 7.9) Also take responsibility for all measures and obligations established in specific legislation regarding work accidents when, in the event of an accident of this type, one of its employees is injured while working or in connection with them, even if the accident occurs at the facilities of the **CONTRACTING PARTY**.
- 7.10) Bear the costs of any infraction of any kind if due to the actions of its employees while performing their jobs, even if at the facilities of the **CONTRACTING PARTY**.
- 7.11) Take responsibility for any labor-related legal claim brought by its employees or contractors.
- 8) Comply with all guidance provided by the Contract Manager, subjecting itself to the widest, most unrestricted monitoring with respect to the performance of the objective of the agreement, providing clarification when requested and answering any complaints made.
- 9) Ensure employees follow the **CONTRACTING PARTY's** disciplinary rules, especially with respect to the use and safety of the facilities of the **CONTRACTING PARTY**.
- 10) Substitute, whenever requested by the **CONTRACTING PARTY**, any employee whose performance, presence or behavior are considered harmful, inconvenient or unsatisfactory in relation to disciplinary rules, or to the interests of the government, or if incompatible with the performance of the tasks which the employee was assigned.
- 11) Return all documents and credentials for employees who are no longer working on the contracted services.
- 12) Maintain, during the entire term of this agreement, compatibility with the obligations assumed and all qualification conditions required in Competition No. 001/2008.
- 13) Bear the costs resulting from damage caused to the **CONTRACTING PARTY** or third parties due to actions performed by its representatives, employees or agents, as well as for any liabilities due to legal actions brought by third parties related to the performance of this Agreement.
- 14) Collect and pay on time all taxes, fees and other charges on the rendering of the services specified in this Agreement, submitting proof monthly.
- 15) Pay insurance, taxes and other charges due to the performance of the contracted services.

Sole Sub-Clause - The association of the **CONTRACTED PARTY** with another, the full or partial assignment or transfer, or the merger, split or acquisition of the **CONTRACTED PARTY** shall only be allowed when evidence is submitted that justifies the alteration, and with previous written

consent of the **CONTRACTING PARTY**, and as long as it does not affect the proper performance of this Agreement.

II - In addition to the other obligations agreed to in this Agreement, the **CONTRACTING PARTY** assumes the following obligations:

- 1) Designate a Contract Manager, who will be responsible for attesting to the compliance of the services rendered with the requirements in this Agreement and in the Basic Plan.
- 2) Permit access to the employees of the **CONTRACTED PARTY** as needed to perform the services, obeying the regulations and norms of the Federal Government and the **CONTRACTING PARTY**, which regulate the security of information, people and equipment.
- 3) Monitor, inspect and verify the services rendered by the **CONTRACTED PARTY**.
- 4) Notify the **CONTRACTED PARTY**, in writing, of:
 - 4.1) Any instructions or procedures on subjects related to this Agreement or the Basic Plan.
 - 4.2) The application of any penalties as prescribed in this Agreement.
- 5) Provide information and clarification when requested by the **CONTRACTED PARTY** in relation to the purpose of this Agreement.
- 6) Make payments as per the agreed-upon conditions and prices.

CLAUSE THREE – SUPERVISION

The **CONTRACTING PARTY** shall name a Contract Manager and a substitute to supervise this Agreement, who will record all events and deficiencies noted in a report; a copy of this report will be sent to the **CONTRACTED PARTY** for immediate correction of the identified errors.

Sole Sub-clause - The existence and performance of supervision by the **CONTRACTING PARTY** in no way limits the sole, full and exclusive responsibility of the **CONTRACTED PARTY** with respect to the performance of the Agreement.

CLAUSE FOUR - PRICES AND PAYMENT

1) Payments to the **CONTRACTED PARTY** for services rendered shall be based on the prices established in its Price Proposal (Schedule I of this Agreement), as follows:

a) A monthly amount for permanent services effectively rendered, in accordance with the individuals allocated for their performance and as per the locations for performance of activities, as specified in sub-item 7.1 and item 4 of the Basic Plan, respectively.

b) A variable amount due to:

b.1) Variable services, based on need or convenience, as described in sub-item 7.2 of the Basic Plan;

b.2) Reimbursement for travel as provided for in sub-items 4.6 and 10.2.2 of the Basic Plan.

2) Payment to the **CONTRACTED PARTY** for services proven to have been rendered, when authorized expressly and in advance, shall be paid as follows:

2.1) Payment for permanent and variable services (when applicable) shall be made, monthly, after acceptance and attestation by the Contract Manager, and also as specified in the Basic Plan, after submission of a tax invoice or invoice detailing the services effectively rendered, accompanied by a detailed monthly report, in Portuguese, of the work done during the period, the location in which the activities were performed, the individuals allocated to each location, number of hours and results achieved.

2.1.1) The reports must demonstrate, with figures and/or tables, the evolution of Brazil's public exposure in quantitative and qualitative terms, not limited to analyzing if the publication is "positive", "negative" or "neutral", but rather using criteria for weighing the importance of the information, considering the audience of the communication vehicle or of the reporter/columnist/editor responsible.

2.1.1.1) The reports must also include:

a) If the quantitative level of exposure is related to the image of Brazil as a country, or if it refers to a specific area (infrastructure, biofuels, social, etc.). This differentiation will allow verification of the existence of areas with overexposure or areas needing more exposure.

b) Qualification of the content of the message transmitted, for example, if on transparency, efficiency, development, slowness, bureaucracy or irregularities.

2.1.2) Payment for services rendered in Brazil shall be made directly to the **CONTRACTED PARTY** as established in items 1 and 2.1 of this Clause.

2.1.3) Payment for services rendered abroad shall be made according to the rules established in sub-items 1 and 2.1 of this Clause, subject to receipt of an invoice issued by the respective branches of Fleishman-Hillard International Communications, Inc., specified in item I-1 of Clause Two.

2.1.3.1) The invoices must be written in English regardless of where they are issued.

2.1.3.2) Payments shall be made directly in the country in which the services were rendered, via wire transfer.

3) Travel: reimbursement shall be made after submission of a cost spreadsheet with evidence of expenses (airplane tickets, hotel receipts, etc.).

4) The **CONTRACTING PARTY**, after accepting the services rendered and the travel expense request, will pay:

4.1) In Brazil, within 15 (fifteen) working days after receipt of the invoice and documents via deposit to a checking account held by the **CONTRACTED PARTY**, after Contract Manager approval;

4.2) Outside Brazil, within 15 (fifteen) working days after submission of an invoice issued by the respective Fleishman-Hillard International Communications Inc. branches specified in item I-1 of Clause Two, after Contract Manager approval.

First Sub-clause - Payments shall be made by bank transfer as long as the **CONTRACTED PARTY** provides an invoice that allows for compliance with legal requirements, principally with respect to tax withholding.

Second Sub-Clause - In order to receive the payment cited in this Clause, the **CONTRACTED PARTY** and the respective branches of **Fleishman-Hillard International Communications, Inc.** must specify on the corresponding tax invoice and invoice the name of the Social Communication Secretariat of the Office of the President of the Republic, Tax ID [CNPJ] No. 09.234.494/0001-43, the name and number of the Bank, the bank account number and the number of the agency, in clear, legible writing without erasures.

Third Sub-Clause - If the **CONTRACTED PARTY** declares taxes using the SIMPLES system, it must submit a tax invoice with proper confirmation of tax status to avoid withholding of taxes and contributions according to prevailing legislation.

Fourth Sub-Clause - The tax invoice and corresponding invoice must be forwarded by the respective Fleishman-Hillard International Communications Inc. branches and by the **CONTRACTED PARTY**, directly to the Contract Manager, who will attest to receipt of the services and release them for payment when all agreed-upon conditions have been met.

Fifth Sub-Clause - If there is an error in the tax invoice or the invoice or some circumstance that impedes settlement, they will be returned to the **CONTRACTED PARTY** and payment will remain pending until the problem is resolved. In this case, the period for payment will begin only after the situation has been corrected or the tax document has been resubmitted, with no onus to the **CONTRACTING PARTY**.

Sixth Sub-Clause - In the event of late payment, upon request by the **CONTRACTED PARTY**, the amount due will be corrected financially from the date cited in this Clause up to the date of effective payment using the Broad Consumer Price Index (IPCA), applying the following formula:

FC $[(1 + \text{IPCA}/100)^{N/30} - 1] \times \text{AP}$, where:

IPCA = Percentage attributed to the Broad Consumer Price Index, valid on the date of non-payment of the invoice;

FC = Financial correction;

AP = Amount to be paid, equal to the principal plus the readjustment; and

N = Number of days between the date payment was due for that invoice and effective payment.

Seventh Sub-Clause - Payments shall only be made after proof of the **CONTRACTED PARTY**'s status with respect to SICAF via an on-line check performed by the **CONTRACTING PARTY** or via submission of the mandatory current documentation: Brazilian Revenue Office (joint), FGTS and INSS:

Eighth Sub-Clause - Any change in banking information must be communicated to the **CONTRACTING PARTY** in a letter, and the **CONTRACTED PARTY** is wholly responsible for any losses due to incorrect payments due to lack of information,

Ninth Sub-Clause - Payments made by the **CONTRACTING PARTY** do not exempt the **CONTRACTED PARTY** from the obligations and responsibilities it has assumed.

CLAUSE FIVE - RESOURCE EARMARKING

The resources needed to pay the 15,000,000.00 (fifteen million Brazilian reais) in expenses shall be provided by Work Program: 04.131.0752.2017.0001 (Government Communication Policy Management Program; Institutional Publicity Action); Expense Type: 3.3.90.39.

CLAUSE SIX - CONTRACTUAL GUARANTEE

Within ten (10) days after signing this Agreement the **CONTRACTED PARTY** must provide a guarantee for R\$ 750,000.00 (seven hundred fifty thousand Brazilian reais) corresponding to five percent (5%) of the total value of the contract in order to insure its performance, using one of the methods described in art. 56 of Law No. 8,666/93)

First Sub-Clause - The guarantee provided by the **CONTRACTED PARTY** shall be released or returned within ten (10) working days after the Agreement term ends, subject to certification by the Contract Manager specified in Clause Three that the services were satisfactorily rendered.

Second Sub-Clause - If the amount of the guarantee is used in whole or in part to pay any obligation, including indemnification to third parties, or reduced in real terms due to devaluation of the currency in such a way that it no longer represents five percent (5%) of the total value of the Agreement, the **CONTRACTED PARTY** must increase the guarantee within seventy-two (72) business hours counting from the date on which it was notified by the **CONTRACTING PARTY**.

CLAUSE SEVEN - ADDITIONS AND REDUCTIONS

In the interests of the **CONTRACTING PARTY**, the purpose of this Agreement may suffer additions or reductions up to a limit of 25% (twenty-five percent) of the initial value of the Agreement plus monetary correction, with the option of reduction beyond this limit upon agreement between the parties, as stated in art. 65, paragraphs 1 and 2, sub-item II of Law No 8,666/93.

CLAUSE EIGHT - READJUSTMENT

The costs for the services specified in this Agreement shall be readjusted annually in accordance with prevailing legislation, Decree No. 1,054 dated Feb. 7, 1994, altered by Decree No. 1,110 dated Apr. 10, 1994, Law No. 9,069 dated June 29, 1995 and Law No. 10,192 dated Feb. 14, 2001, or in compliance with any other rule established by the government, based on the variation for the period of the General Price Index (IGP-DI), column 2, internal availability, published by the Getúlio Vargas Foundation, or on another index that replaces it.

CLAUSE NINE - TERM

This Agreement shall have a term of twelve (12) months beginning on the date it is signed, and may be extended for equal, successive periods as per the terms of sub-item II of art. 57 of Law No. 8,666/93 subject to the signing of an appropriate Addendum, for up to a total of sixty (60) months.

CLAUSE TEN - SANCTIONS

For full or partial nonperformance of the Agreement, the **CONTRACTING PARTY** may, guaranteed prior defense, apply the following sanctions against the **CONTRACTED PARTY** without prejudice to the provisions in sub-item IV of art. 87 of Law No 8,666/93:

a) Warning

- b) Fine of up to twenty percent (20%) of the value of this Agreement;
- c) Temporary suspension from participating in public tenders and impediment to contracting with the **CONTRACTING PARTY** for up to two (2) years;
- d) Declaration of ineligibility to make tenders or enter into agreements with the government as long as the reasons for the penalty persist, or until the authority that applied the penalty allows re-qualification, which shall be granted whenever the **CONTRACTED PARTY** indemnifies the **CONTRACTING PARTY** for the resulting losses and after the time set for the applied sanction has passed.

First Sub-clause - The sanctions described in lines "a" and "c" of this Clause may be applied together with line "b," allowing for prior defense of the **CONTRACTED PARTY** regarding the process within five (5) working days.

Second Sub-Clause - The **CONTRACTED PARTY**'s non-compliance with the deadlines established in this Agreement shall result in a daily fine of 0.5% (half a percent) of the amount of the payment in question independent of the sanctions described in this Clause (art. 86 of Law n° 8,666/93).

Third Sub-Clause - The application of the fine above, which will occur after the normal administrative procedure, does not prevent the **CONTRACTING PARTY** from unilaterally rescinding this Agreement and from applying other regulatory sanctions (art. 86, par. 1 of Law No. 8,666/93).

Fourth Sub-Clause - Application of the sanctions stated in this Agreement does not exclude the possibility of the application of others, provided for in Law No. 8,666/93, including holding the **CONTRACTED PARTY** responsible for any losses or damage caused to the **CONTRACTING PARTY**.

Fifth Sub-Clause - The fine shall be collected within ten (10) calendar days counting from the date of receipt of the communication sent by the **CONTRACTING PARTY**.

Sixth Sub-Clause - The amount of the fine may be discounted from the invoice or an existing credit with the **CONTRACTING PARTY** in the **CONTRACTED PARTY**'s benefit, and if the amount of the fine is greater than the existing credit the difference shall be collected as established in law.

Seventh Sub-Clause - The fines and other sanctions applied may only be waived for a reason and for administrative convenience, subject to a duly-justified act by the **CONTRACTING PARTY**.

Eighth Sub-Clause - The sanctions described here are independent of each other and may be applied singly or cumulatively, without prejudice to other applicable measures, and the **CONTRACTED PARTY** shall be responsible for any supplementary indemnification in the amount of the excess loss it caused, as per the sole paragraph of art. 416 of the Brazilian Civil Code.

Ninth Sub-Clause - In any case in which sanctions are applied, the **CONTRACTED PARTY** shall be allowed to discuss and defend its position.

CLAUSE ELEVEN - RESCISSION

This Agreement may be rescinded at any time independent of judicial or extra-judicial notification if based on the reasons given in arts. 77 and 78 and in the terms of art. 79 of Law No 8,666/93.

This Agreement may also be rescinded independent of judicial or extra-judicial notification if for good reason and both parties are allowed to discuss and defend their positions, if the **CONTRACTED PARTY** fails to maintain the structure detailed in sub-item 15.1 and evidenced as per sub-item 18.1.2 of the Basic Plan, during the full term of this Agreement.

[Seal]
Office of the President of the Republic
Secretary of Communications

CLAUSE TWELVE - PUBLICATION

The **CONTRACTING PARTY** shall publish a summary of this instrument as per art. 61, sole paragraph of Law No° 8,666/93.

CLAUSE THIRTEEN - VENUE

The questions raised by the performance of this Agreement that cannot be answered administratively shall be processed and judged by the Federal Justice System, Federal District Courts, Brasília, D.F. to the exclusion of all others, no matter how privileged.

As proof that the parties agree, this Agreement is drawn up and, after read and agreed-upon, is signed by the contracting parties below, with the needed number of copies having the same force and effect as the original.

Brasília/DF, December 17, 2008.

[Illegible signature]
OTTONI FERNANDES JUNIOR
Assistant Executive Head of the Social Communication Secretariat
of the Office of the President of the Republic

[Illegible signature]
HELIO MAÇOL SOUSA
CDN Comunicação Corporativa Ltda

Witnesses
Tânia Neiva Rizzo
255.757.928-97
[Illegible signature]

[Illegible signature]
Sidney do Jesus [illegible]
Tax ID No. 144.650.600-25

SCHEDULE I
CONTRACT No. 05/2008
COMPETITION No. 001/2008

PROCESS No. 00170.000250/2008-53

Profile	Hour with charges - BRAZIL
Coordinator	R\$ 693.76
Senior Journalist	R\$ 514.73
Senior Public Relations Specialist	R\$ 514.73
Journalist	R\$ 440.12
Public Relations Specialist	R\$ 440.12
Junior Journalist	R\$ 343.15
Profile	Hour with charges - USA
Master Coordinator	R\$ 822.35
Senior Journalist	R\$ 610.13
Senior Public Relations Specialist	R\$ 610.13
Journalist	R\$ 521.71
Public Relations Specialist	R\$ 521.71
Junior Journalist	R\$ 406.76
Profile	Hour with charges - EUROPE
Coordinator	R\$ 920.44
Senior Journalist	R\$ 728.29
Senior Public Relations Specialist	R\$ 728.29
Journalist	R\$ 587.86
Public Relations Specialist	R\$ 587.86
Junior Journalist	R\$ 442.69
Profile	Hour with charges - ASIA
Coordinator	R\$ 834.39
Senior Journalist	R\$ 717.94
Senior Public Relations Specialist	R\$ 717.94
Journalist	R\$ 528.55
Public Relations Specialist	R\$ 528.55
Junior Journalist	R\$ 372.82

Profile	Hours with charges - CANADA AND MEXICO
Coordinator	R\$ 597.40
Senior Journalist	R\$ 568.50
Senior Public Relations Specialist	R\$ 568.50
Journalist	R\$ 433.60
Public Relations Specialist	R\$ 433.60
Junior Journalist	R\$ 337.24

ITEM	VARIABLE SERVICES	AMOUNT PROPOSED - BRAZIL (R\$)	AMOUNT PROPOSED - USA (R\$)
01	Publishing assistance services for specific projects, such as newspapers, folders, information sheets and periodicals.	R\$ 18,000.00	R\$ 24,000.00
02	Preparation of a program involving visits of journalists and opinion makers to Brazilian companies, research centers and social projects. Accompaniment for visits of foreign journalists in Brazil.	R\$ 36,000.00	R\$ 48,000.00
03	Organization of events and press conferences for the foreign press	R\$ 36,000.00	R\$ 48,000.00
04	Indication and planning for participation in conferences and fairs	R\$ 30,000.00	R\$ 40,000.00
05	Media training for Brazilian government authorities for contacts with foreign press	R\$ 12,000.00	R\$ 16,000.00
06	Translation of the texts of Brazilian government documents or supply of interpreters for press conferences for Brazilian authorities abroad	R\$ 180.00	R\$ 240.00
07	Meetings with strategic public authorities (workshops, seminars, conferences, fairs, press conferences, breakfasts, lunches and dinners)	R\$ 48,000.00	R\$ 64,000.00
08	Editing of publications (print and electronic newsletters) for international journalists	R\$ 7,200.00	R\$ 9,600.00
09	Writing, editing and revision of position papers on subjects of strategic importance for the government.	R\$ 12,000.00	R\$ 16,000.00
10	Creation of a map of sensitive topics (opportunities and risks) for Brazil at the international level	R\$ 12,000.00	R\$ 16,000.00
11	Accompaniment, organization of collective interviews and preparation of coverage reports for international trips of the President of Brazil or designated ministers.	R\$ 54,000.00	R\$ 72,000.00
12	Preparation of spokespersons, with definition of responsibilities and degree of autonomy for each topic	R\$ 12,000.00	R\$ 16,000.00
13	Photographic coverage	R\$ 1,800.00	R\$ 2,400.00

ITEM	VARIABLE SERVICES	AMOUNT PROPOSED - CANADA AND MEXICO (R\$)	AMOUNT PROPOSED - EUROPE (R\$)
01	Publishing assistance services for specific projects, such as newspapers, folders, information sheets and periodicals.	R\$ 20,400.00	R\$ 30,000.00
02	Preparation of a program involving visits of journalists and opinion makers to Brazilian companies, research centers and social projects. Accompaniment for visits of foreign journalists in Brazil.	R\$ 40,800.00	R\$ 60,000.00
03	Organization of events and press conferences for the foreign press	R\$ 40,800.00	R\$ 60,000.00
04	Indication and planning for participation in conferences and fairs	R\$ 34,000.00	R\$ 50,000.00
05	Media training for Brazilian government authorities for contacts with foreign press	R\$ 13,600.00	R\$ 20,000.00
06	Translation of the texts of Brazilian government documents or supply of interpreters for press conferences for Brazilian authorities abroad	R\$ 204.00	R\$ 300.00
07	Meetings with strategic public authorities (workshops, seminars, conferences, fairs, press conferences, breakfasts, lunches and dinners)	R\$ 54,400.00	R\$ 80,000.00
08	Editing of publications (print and electronic newsletters) for international journalists	R\$ 8,160.00	R\$ 12,000.00
09	Writing, editing and revision of position papers on subjects of strategic importance for the government.	R\$ 13,600.00	R\$ 20,000.00
10	Creation of a map of sensitive topics (opportunities and risks) for Brazil at the international level	R\$ 13,600.00	R\$ 20,000.00
11	Accompaniment, organization of collective interviews and preparation of coverage reports for international trips of the President of Brazil or designated ministers.	R\$ 61,200.00	R\$ 90,000.00
12	Preparation of spokespersons, with definition of responsibilities and degree of autonomy for each topic	R\$ 13,600.00	R\$ 20,000.00
13	Photographic coverage	R\$ 2,040.00	R\$ 3,000.00

ITEM	VARIABLE SERVICES	AMOUNT PROPOSED - ASIA (R\$)
01	Publishing assistance services for specific projects, such as newspapers, folders, information sheets and periodicals.	R\$ 27,600.00
02	Preparation of a program involving visits of journalists and opinion makers to Brazilian companies, research centers and social projects. Accompaniment for visits of foreign journalists in Brazil.	R\$ 55,200.00
03	Organization of events and press conferences for the foreign press	R\$ 55,200.00
04	Indication and planning for participation in conferences and fairs	R\$ 46,000.00
05	Media training for Brazilian government authorities for contacts with foreign press	R\$ 18,400.00
06	Translation of the texts of Brazilian government documents or supply of interpreters for press conferences for Brazilian authorities abroad	R\$ 276.00
07	Meetings with strategic public authorities (workshops, seminars, conferences, fairs, press conferences, breakfasts, lunches and dinners)	R\$ 73,600.00
08	Editing of publications (print and electronic newsletters) for international journalists	R\$ 11,040.00
09	Writing, editing and revision of position papers on subjects of strategic importance for the government.	R\$ 18,400.00
10	Creation of a map of sensitive topics (opportunities and risks) for Brazil at the international level	R\$ 18,400.00
11	Accompaniment, organization of collective interviews and preparation of coverage reports for international trips of the President of Brazil or designated ministers.	R\$ 82,800.00
12	Preparation of spokespersons, with definition of responsibilities and degree of autonomy for each topic	R\$ 18,400.00
13	Photographic coverage	R\$ 2,760.00
	TOTAL R\$	R\$ 1,878,273.86

[Seal]
Office of the President of the Republic
Secretary of Communications

SCHEDULE II
CONTRACT No. 05/2008
COMPETITION No. 001/2008
PROCESS No. 00170.000250/2008-53
CONTRACTED PARTY'S OPERATIONAL AGREEMENT BRANCHES

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DATA AND DOCUMENTS FOR INTERNATIONAL FLEISHMAN-HILLARD INC
BRANCHES
WHICH WILL TAKE PART IN THE FUTURE CONTRACT
(ITEM 5.1.3.1.1 OF THE CALL FOR BIDS)

USA

Company:
Fleishman-Hillard Inc.

Banking Information
LaSalle Bank N.A.
135 S. LaSalle
Chicago IL 60603
Phone: 312-904-2222

Address:
The Alhambra
Two Alhambra Plaza, Ste. 700
Coral Gables FL 33134-5202

Legal Representatives:
Ruth Kim: Phone: 314-982-0588; Fax: 314-982-8609; ruth.kim@fleishman.com
Jason Truesdell: Phone: 314-982-7672; Fax: 314-982-8609;
jason.truesdell@fleishman.com

Contact:
Rissig Licha, EVP, Sr. Partner & Regional President, FH Latin America
Phone: 305-520-9000
Fax: 305-520-2001
Email: rissig.lichal@fleishman.com

Area: 885 m²
Number of employees: 128

EUROPE – DUBLIN

Company:
Fleishman-Hillard Saunders Limited

Banking Information
LaSalle Bank N.A.
135 S. LaSalle
Chicago IL 60603
Phone: 312-904-2222

Address:
15 Fitzwilliam Quay
Dublin 4 Ireland

Legal Representatives:
Ruth Kim: Phone: 314-982-0588; Fax: 314-982-8609; ruth.kim@fleishman.com
Jason Truesdell: Phone: 314-982-7672; Fax: 314-982-8609;
jason.truesdell@fleishman.com

Contact:
Rhona Blake, Partner & GM
Phone: +3531-618-8444
Fax: +3531-618-2244
Email: rhona.blake@fleishmaneuropa.com

Area: 606 m²
Number of employees: 38

ASIA – BEIJING

Company:
Fleishman-Hillard Public Relations and Consulting (Beijing) Company, Limited

Banking Information
LaSalle Bank N.A.
135 S. LaSalle
Chicago IL 60603
Phone: 312-904-2222

[Seal]
Office of the President of the Republic
Secretary of Communications

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Address:
Jianwai SOHO Office Tower B, Room 3006
39 Dongsanhuan Zhonghu
Chaoyang District
Beijing China 100022

Legal Representatives:
Ruth Kim: Phone: 314-982-0588; Fax: 314-982-8609; ruth.kim@fleishman.com
Jason Truesdell: Phone: 314-982-7672; Fax: 314-982-8609;
jason.truesdell@fleishman.com

Contact:
Li Hong, SVP, Sr. Partner & Managing Director
Phone: +8610-5869-1666
Fax: +8610-586-5088
Email: hong.li@fleishman.com

Area: 1092 m²
Number of employees: 142