

RECEIVED
DEPARTMENT OF JUSTICE
JAN 31 3 47 PM '71
REGISTRATION SECTION

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

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents
Registration Act of 1938, as amended.

1. Name of Registrant Ruder & Finn, Incorporated 110 East 59th Street New York, New York, 10022	2. Registration No. 1481
--	-----------------------------

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- Initial Statement
- Supplemental Statement for _____
- Other purpose (specify) ⁽¹⁾ To register contract entered into by Ruder & Finn of Texas and Japan External Trade Organization in Houston.
- To give notice of change in an exhibit previously filed. ⁽²⁾ To register contract entered into by Ruder & Finn of California and Japan External Trade Organization.
- ⁽³⁾ To notify of contract between R&F of N.Y. and J.E.T.O. for 5 months on behalf of Japan Eyeglasses.

4. If this amendment requires the filing of a document or documents, please list-

- (1) Exhibit A -- Attached ⁽⁴⁾ Short Form Reg.Stat. for Deirdre Marynissen
- (2) Exhibit B -- Attached ⁽⁶⁾ Short Form Reg.Stat. for John L. Dupree
- (3) Short Form Registration Statement for William F. Welch of Ruder & Finn of Texas.
- ~~(4) Short Form Registration Statement for Ruder & Finn of Texas.~~

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

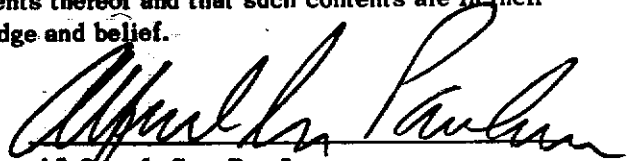
This statement along with exhibits A and B, attached hereto, is submitted to notify the Dept. of Justice that Ruder & Finn of Texas has entered into a contract with the Houston office of the Japan External Trade Organization.

It also serves to notify the Dept. of Justice of the contract between Ruder & Finn of California and and Japan External Trade Organization.

In addition it notifies the Dept. of Justice of the work to be carried out during a five-month period on behalf of Japan Eyeglasses by Ruder & Finn, Inc.

The undersigned swear(s) or affirm(s) that he (they) have read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)


Alfred G. Paulson
Secretary/Treasurer

Subscribed and sworn to before me at

New York, New York

this *31st* day of *December*, 19*70*


Josephine L. Colon
(Notary or other officer)

My commission expires _____
Notary Public, State of New York
No. 41-0714870-Qual. in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1971

RECEIVED
DEPT. OF JUSTICE

JAN 31 3 47 PM '71

REGISTRATION SECTION

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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	Ruder & Finn Incorporated 110 East 59th Street New York, New York, 10022	2. Registration No. 1481
-----------------------------------	--	---------------------------------

3. Name of foreign principal Japan External Trade Organization	4. Principal address of foreign principal (1) 1127 Walker Houston, Texas 77002
---	--

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

(2) 727 West 7th Street
Los Angeles, California, 90017
(3) Japan External Trade Org.
New York City, New York

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

Partnership

Committee

Corporation

Voluntary group

Association

Other (specify) non-profit organization

Individual - State his nationality _____

6. If the foreign principal is a foreign government, state: **Not applicable**

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: **Not Applicable**

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

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

An organization for the promotion of trade relations between Japan and the United States.

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

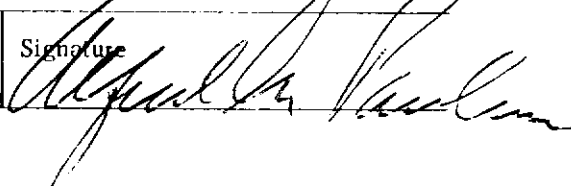
Subsidized in part by a foreign government, foreign political party, or other foreign principal. Yes No

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

Portion of operating budget funded by Japanese Government.

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.

Organization is autonomous headed by an elected president, Vice President, and Board of Directors.

Date of Exhibit A 12/31/70	Name and Title Secretary/ Treasurer	Signature 
----------------------------	--	--

RECEIVED
JAN 31 3 47 PM '71

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

EXHIBIT B

TO REGISTRATION STATEMENT
Under 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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Ruder & Finn Incorporated 110 East 59th Street New York, New York, 10022	Japan External Trade Organization (1) 1127 E Walker Houston, E Texas

Check Appropriate Boxes: (2) Los Angeles, California
(3) New York City, New York

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.


4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
public relations assistance, market research, press contacts, writing, editing and distribution to press of trade bulletins by Ruder & Finn of Texas on behalf of the Japan External Trade Organization in Houston.

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

- (1) Please see copies of contract between Ruder & Finn of Texas and Japan External Trade Organization (Houston) attached to this Exhibit.
- (2) Please see copies of contract between Ruder & Finn of California and Japan External Trade Organization (California) attached to this exhibit.
- (3) Please see copies of contract between Ruder & Finn Incorporated and Japan External Trade Organization (New York) on behalf of Japan Eyeglasses.

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
November 16, 1970	Alfred G. Paulson Secretary/Treasurer	

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

RECEIVED
DEPARTMENT OF JUSTICE

May 24 3 48 PM '71

REGISTRATION SECTION
Harold Grotenstein

Ethel Younger - Houston

Address - JETRO

Please change all records to reflect that the new address of the Houston office of the Japan External Trade Organization (JETRO) is now 1127 Walker, Houston, Texas 77002.

cc: Sue Ferrovicchio ✓
Stan Thea

BILLING DEPARTMENT

RECEIVED
MAY 25 1971

C O N T R A C T

Japan External Trade Organization (JETRO), Japan Trade Center, Houston, 411 San Jacinto Building, Houston, Texas (hereinafter referred to as "A"), and PR Agent, Ruder & Finn of Texas, Inc., 647 Capital National Bank Building, Houston, Texas (hereinafter referred to as "B") mutually agreed and concluded on this date this contract under the terms and conditions as follows for the purpose of facilitating the promotion of trade relations between Japan and the southern states of the United States including Texas.

Article 1

For the purpose of this contract, B shall assume the responsibility to give constant proposal and advice to A as well as to respond to consultation of A in connection with the public relations activities in the area of the United States as defined in the preceding paragraph.

Article 2

Upon commencing the public relations activities, B shall conduct preliminary investigation on the general circumstances of the Texas market, within which Japanese merchandise is being distributed, and the environment of the Texas market in which Japan's trade is to be promoted. Upon completion of the preliminary investigation in Texas, B shall conduct a similar investigation in the states of Oklahoma, Kansas and Colorado. Upon completion of these preliminary investigations, B shall begin assembling similar information on the other states within the geographical area as defined in the first paragraph of this agreement. Results of all such investigations shall be reported to A as basic information.

B shall provide A with surveys, press clippings and any other information or data that shall be deemed pertinent by B concerning public relations activities. B also shall make a study of public opinion concerning trade fairs and special shows which A sponsored and participated in.

B shall make daily observation of Texas' daily newspapers and obtain press clippings from these newspapers that deal with Japanese merchandise and trade. The press clippings shall be sorted according to topics and classified in two parts, viz., articles prepared and released by B and articles concerning the trade of Japan.

Although this agreement does not provide for regional clipping service, B shall employ every practical opportunity to obtain similar clippings from other regional publications of the South.

Article 3

A shall from time to time make available to B information that may be of interest to the general public or other audiences of specific publications. B shall write appropriate news releases and stories related to the public relations activities, and B shall issue or release them to suitable and influential communication media with the prior approval of A.

Article 4

Based on mutual evaluation of A's needs, B shall carry out such basic activities or enterprises as follows whenever requested by A:

- 1) Planning, writing, editing, publishing and distributing of publications such as trade bulletins and other booklets.
- 2) Arrangements for interviews or talk with officials of government, leaders in the business and trade circles concerned, personnel of the press and communication media concerned, and for conferences, meetings, and any other gathering which A may deem necessary.
- 3) Giving of advice and counsel for preparation of advertisements in newspapers, magazines and other publications, and undertaking of publicity by means of radio, television and other communications media.
- 4) Other public relations activities or enterprises deemed to be necessary and appropriate upon mutual consent of A and B.
- 5) B shall conduct any other specific public relations

activities or enterprises in the area as defined in paragraph 1 of this agreement, whenever requested by A.

Article 5

B shall establish an office, the so-called "Japan Desk," under the supervision of B; and shall assign one experienced account executive and one alternate account executive who assume responsibility for public relations activities with A. B shall also assign such internal secretarial staff as may be necessary for normal correspondence and copy preparation. The account executives assigned by B shall assume full responsibility for conducting public relations activities and enterprises for A, including the publicity and release of news and stories as well as surveys for PR activities or enterprises under the terms and conditions of this contract. And in the connection, the "Japan Desk" shall be permitted to make use of all of the facilities of B.

Article 6

- 1) A shall pay in advance to B monthly the sum of U.S. dollars one thousand two-hundred and fifty (\$1,250.00) as the agent fee on the first day of each month.
- 2) In case A orders B to carry out activities such as described in Article 4, A shall reimburse B all the expenses actually spent within the limit of estimation which A obtained beforehand from B. The expenses may cover long distance telegraph, messenger delivery, postage cost for mailings, photography, mimeograph, print, duplication, telephone, travel and other expenses specifically considered to be reasonable and appropriate by A in performing them.
- 3) Before B incurs any expenses as mentioned above in item 2, B shall be obligated to obtain prior consent of A as to the necessity of expenditure and the estimated amount of such expenditure. Upon receiving reimbursement of expenses, B shall deliver to A the pertinent vouchers such as receipts, bills, etc.

Article 7

B shall bill A monthly for the agent fee and the expense provided

for in Article 6 and the payment to B shall be made within fifteen (15) days after the bill is received by A.

Article 8

B shall submit to A a monthly report on the results of public relations activities including those stipulated in the following item 1 by the 15th day of each month in sequence, and a monthly report on the analysis and comment on news and articles concerned including those stipulated in the following item 2 by the 15th of the month in sequence respectively.

- 1) The monthly report shall include the statement of B regarding actual conditions and repercussions of public relations activities conducted by B during the reporting period. It shall include also a "project timetable" of the specific activities in which B is currently engaged on behalf of A.

In case B conducts the activities by means of film show or television, B shall state in the report the title of the film shown, the time and place of showing, and the number and class of the audience, etc.

The report on the photos and news releases shall include mailing lists and press clippings of the newspapers or magazines in which the photos and news were used, provided that said newspapers or magazines are made available to B either gratis by the publications involved or through purchases chargeable to A. Exceptions are Houston daily newspapers and Houston Magazine, which are subscribed to on a continuing basis by B and which will be regularly clipped on behalf of A without additional charge.

Regarding the survey of the effects and repercussions of the public relations activities, A may give advice to B to help make it possible for B to collect comments or impressions of the local or state government officials concerned, the manufacturers, the importers and the members of business circles concerned and the end users in general by means of interviews, etc.

- 2) The monthly report on the press shall include summary of the important news and articles, and the press clippings

together with the comments of B on the topics. However, the press clippings shall not necessarily cover all the news and articles concerned, but shall cover especially those which are considered vital to Japan's trade with southern states, or those which may be deemed to be valuable to PR activities. A shall reserve the right to cancel this contract upon service of due notice at any time when B fails to submit any one of these reports by the dates set forth in this Article.

Article 9

B shall submit to A timely reports on specific matters whenever necessary. These timely reports shall cover analysis of and comment on the distribution of Japanese commodities and their competitive commodities imported from other countries, especially in connection with the marketing conditions of Japanese merchandise, information about the laws and regulations discriminatory to Japanese merchandise in the region of the country concerned, together with suggestions regarding counter-measures against such movements, valuable information particularly to the promotion of Japanese trade in connection with its public relations activities and other matters which A may suggest or request B to make survey or collect.

Article 10

This contract shall be valid for the duration of the fiscal year ending March 31, 1971. However, A and B may by mutual consent make the contract renewable if the results in the preceding year are found satisfactory.

In case the renewal of the contract is to be made upon mutual consent, B shall newly submit to A suggestions regarding public relations activities program for the promotion of Japan's trade with the states as defined in the first paragraph of this agreement, said suggestions being submitted by the 31st day of January. Unless B submits the said program, the renewal of the contract shall not be made.

Article 11

- 1) This contract may be cancelled by either A or B with one (1) month advance written notice at the end of any calendar month.

- 2) A shall be able to cancel this contract with three (3) weeks advance notice if A recognizes that B turns over to a third party the rights and obligations provided for in this contract without the consent and approval of A.

Article 12

Should the contract be cancelled in accordance with the provision of item 2 of Article 11, B shall have no rights to demand compensation in any form from A for the period during which the third party shall have been concerned with the rights and obligations provided for in this contract. However, concerning the activities or enterprises which were already requested or approved by A and are capable of being stopped in the middle, A shall reimburse B all the expenses for those which B actually spent in accordance with the stipulations provided for in Article 5. And concerning such activities or enterprises which may be considered to be hard to stop in the middle of execution, B shall have responsibility to complete such assignments within the limit of terms as may be designated by A, and A shall reimburse B all the expenses for those B actually needed for completion.

Article 13

- 1) If there should arise any doubt about the terms and conditions of this contract, it shall be settled upon mutual consent of A and B.
- 2) This contract shall be confirmed to be mutually agreed and concluded pursuant to the regulations and laws of the United States and the State of Texas.
- 3) This contract shall be made in triplicate. A shall receive two copies and B one copy each being duly signed by both A and B.

ACCEPTED, AGREED AND SIGNED:

FOR JETRO/JAPAN TRADE CENTER,
HOUSTON

on May 1, 1970, 1970

Akira Hirose
AKIRA HIROSE
EXECUTIVE DIRECTOR

FOR RUDER & FINN OF TEXAS, INC.,
HOUSTON

on May 1, 1970, 1970

S. D. Keeper
SAM KEEPER
PRESIDENT

RECEIVED
DEPT. OF JUSTICE

JAN 31 3 48 PM '71

C O N T R A C T

REGISTRATION SECTION

Japan External Trade Organization (JETRO), Japan Trade Center in Los Angeles, 727 West 7th Street, Los Angeles, California 90017 (hereinafter referred to "A"), and P.R. Agent, Ruder & Finn of California, Inc., 9300 Wilshire Boulevard, Beverly Hills, California 90212 (hereinafter referred to "B") mutually agreed and concluded on this date this contract under the terms and conditions as follows for the purpose of facilitating the promotion of the trade relations between Japan and Western United States.

Article 1

For the purpose of this contract, B shall assume the responsibility to give his constant proposal and advice to A as well as to respond to consultation of A in connection with the public relations activities in the country concerned.

Article 2

Upon commencing the public relations activities, B shall conduct preliminary investigation on the general circumstances of the market concerned, under which Japanese merchandise are being distributed, and the environment of market, in which Japan's trade is to be promoted. Results of such preliminary investigation shall be reported to A as a basic information.

B shall provide A with necessary information and data regarding the public relations activities, and make study about the public opinion concerning the trade fairs and the special shows A sponsored or participated in, by means of interview, survey, press-clippings and so forth. B shall also make daily observation of all the news and articles dealing with Japanese merchandise and trade.

The press-clippings shall be assorted according to topics and classified in two parts such as articles prepared and released by B and articles concerning the trade of Japan.

Article 3

B may write proper news and stories related to the public relations activities, and may issue or release them to the suitable and influential communication media with prior approval of A.

Article 4

B shall carry out such activities or enterprises as follows whenever requested by A.

1. Planning, writing, editing, publishing and distributing of publications such as trade bulletin and other booklet.
2. Make arrangements for interview or talk with the officials of the government, leaders in the business and trade circles concerned, the personnels of the press and the communication media concerned, and for conference, meeting and any other

gathering which A may deem to be necessary.

3. Insertion of advertisements in newspapers, magazines and other publications, and publicity by means of radio, television and other communications media.
4. Other public relations activities or enterprises deemed to be necessary and appropriate upon mutual consent of A and B.
5. B shall conduct any other specific public relations activities or enterprises in the region of Western United States, whenever requested by A.

Article 5

B shall establish an office, the so-called "Japan Desk" under the supervision of B, and shall assign one (1) executive officer and two (2) staff members. They shall assume responsibility for B in conducting the public relations activities or enterprises including the publicity and release of news and stories as well as the survey for P.R. activities or enterprises under the terms and conditions of this contract. And in this connection, "Japan Desk" may be granted to make use of all of the facility of B.

Article 6

1. A shall pay in advance to B monthly the sum of U.S. Dollar \$2,200.00 as the agent fee beginning 1 October 1970.

2. In case A orders B to carry out the activities or the enterprises such as described in Article 4, A shall reimburse B all the expenses actually spent within the limit of estimation which A obtained beforehand from B. The expenses may cover long distance telegraph, messenger delivery, postage, cost for mailings, photography, mimeograph, print, duplication, telephone, travel and other expenses specifically considered to be reasonable and appropriate by A in performing them.
3. Before B incurs any expenses as mentioned above item 2, B shall be obligated to obtain prior consent of A as to the necessity of expenditure and the estimated amount of such expenditure.

Article 7

B shall bill A monthly for the agent fee and the expenses provided for in Article 6 and the payment to B shall be made within Fifteen (15) days after the bill is received by A.

Article 8

B shall submit to A monthly report on the result of public relations activities including those stipulated in the following item 1 by the 15th of the month in sequence, and semi-monthly report on the analysis of and the comment on

news and articles concerned including those stipulated in the following item 2 by the 15th and the end of the month in sequence respectively.

1. The monthly report shall include statement of B regarding the actual conditions and the repercussions of the public relations activities conducted by B during the reporting month.

In case B conducts the activities by means of film show or television, B shall state in the report the title of show film, the time and place the film was shown, and the number and class of the audiences, etc.

The report on the photos and news releases shall include mailing lists and press-clippings of the newspapers or magazines on which the photos and news were used. Regarding the survey of the effects and the repercussions of the public relations activities, A may give advice to B to help making B possible to collect comments or impressions of the local government officials concerned, the manufacturers, the importers and the members of business circles concerned and the end users in general by means of enquete, interview, etc.

2. The semi-monthly report shall include summary of the important news and articles, and the press-clippings together with the comment of B on the topics. However, the press-clippings shall not necessarily cover all the

news and articles concerned, but shall cover especially those of pro-Japanese, anti-Japanese or those which may be deemed to be valuable to P.R. activities. A shall reserve the rights to cancel this contract at any time when B fails to submit any one of those reports by the dates set forth in this Article.

Article 9

B shall submit to A timely report on the specific matter whenever necessary, The timely report shall cover analysis of and comment on the distributions of Japanese commodity and its competitive commodity imported from other country, especially, in connection with the marketing conditions of Japanese merchandise, information about the laws and regulations discriminatory to Japanese merchandise at present or the possibility in future of realizing similar measures discriminatory to Japanese merchandise in the region of the country concerned, together with suggestion regarding countermeasures against such movements, valuable information particularly to the promotion of Japanese trade in connection with its public relations activities and other matters which A may suggest or request B to make survey or collect.

Article 10

This contract shall be valid for the duration of six months. However, A and B may make the contract renew upon mutual consent if the results in the preceding year are found satisfactory.

In case the renewal of the contract is to be made upon mutual consent, B shall newly submit to A suggestion regarding the public relations activities program for the promotion of Japan's trade with the Western United States, by the 31st of January. Unless B submits the said program, the renewal of the contract shall not be made.

Article 11

1. This contract shall be cancelled by either A or B with Two (2) months advance written notice at the end of any month.
2. A shall be able to cancel this contract with Three (3) weeks advance notice if A recognizes that B turns over to a third party the rights and obligations provided for in this contract without consent and approval of A.

Article 12

Should the contract be cancelled in accordance with the provision of item 2 of Article 11, B shall have no rights to demand compensation in any form of A. However, concerning the activities or enterprises, which were already requested

or approved by A and are capable to be stopped in the middle, A shall reimburse B all the expenses for those which B actually spent in accordance with the stipulations provided for in Article 6. And concerning such activities or enterprises which may be considered to be hard to stop in the middle of execution, B shall have responsibility to complete such assignments within the limit of terms as may be designated by A, and A shall reimburse B all the expenses for those B actually needed for completion.

Article 13

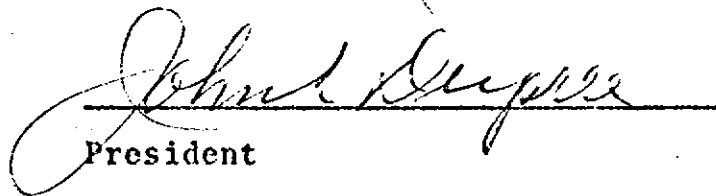
1. If there should arise any doubt about the terms and conditions of this contract, it shall be settled upon mutual consent of A and B.
2. This contract shall be confirmed to be mutually agreed and concluded pursuant to the regulations and laws of the United States.
3. This contract shall be made in duplicate, and A and B shall retain each copy being duly signed by the both A and B.

(a) Signed by: Japan External Trade Organization (JETRO)
Japan Trade Centre, Los Angeles



Director-General

(b) Signed by: Ruder & Finn of California, Inc.
Beverly Hills, California



President

Date of Conclusion

October 1, 1970

RECEIVED
DEPARTMENT OF JUSTICE
JAN 31 3 48 PM '71
REGISTRATION SECTION

CONTRACT

JETRO/JAPAN TRADE CENTER
New York

RUDER & FINN INCORPORATED
New York

NOVEMBER 1, 1970-MARCH 31, 1971

C O N T R A C T

The present contract constitutes a contract whereby Japan Trade Center, New York (hereinafter referred to as Party A) and Ruder & Finn Incorporated (hereinafter referred to as Party B) agree to uphold and perform to the best of their ability the following contract.

ARTICLE I

Party B will submit a program designed to assist the Japan Optical Goods Industry conduct an effective program of public relations in the United States. Party A will approve this program prior to the initiation of actual work.

ARTICLE II

Party B, upon approval of the program, will execute the program to the best of its ability and in line with the objectives set forth in the program outlined. Party A will supervise the work of Party B throughout the life of the program.

ARTICLE III

Party B will assign a specialist from its own organization who shall coordinate with Party B's Japan Desk team. Party B will meet regularly with Party A to discuss progress and opportunities and to engage in day-to-day counseling when advisable. At the same time, Party A shall have full use of the entire organization of Party B in the development and execution of this program.

ARTICLE IV

Party B will be responsible for the production of materials such as booklets and other written matter and shall be responsible, under the contract, to meet all the financial requirements as set forth under the program.

ARTICLE V

Party B will bill Party A for its services as follows:

- a. The sum of \$5,000 has been set aside to cover Party B's fee for public relations services rendered. This fee will be paid in monthly installments of \$1,000.
- b. If certain projects described in the program or agreed upon at the start of work are not carried out for any reason (including R&F, JTC or Tokyo), there may be a corresponding reduction in the fee.
- c. Party B's out-of-pocket expenses are also to be covered under the contract, and Party A will be billed for these charges as incurred. These expenses shall include long distance telephone, telegraph, messenger service, postage, mailing costs, photography, mimeographing, printing, other reproductions, media relations, travel and any other expenses considered reasonable by Party A in performing the services contracted herewith.

d. Party B, however, will be responsible to operate within the budget as attached to the program. Moreover, Party B will submit estimates of expenses for specific projects and obtain the prior consent of Party A before incurring such expenses.

e. Payment of both fee and expense bills shall be made within 15 days of invoice.

ARTICLE VI

This program is effective as of November 1, 1970, and will continue through March 31, 1971.

ARTICLE VII

Party B must submit a monthly report which shall be due by the 15th of the following month. The final monthly report will contain a review and evaluation of the entire program. In addition, a project timetable will be submitted at the start of work and will be updated each month.

ARTICLE VIII

1. If there should arise any doubt about the stipulations of the contract or items which are not stipulated in the contract, consultations will be held between Party A and Party B and they shall be settled in the spirit of faith and sincerity.

2. Contract can be terminated by Party A for any reason on 30-day notice. Agency fee is to be paid on a pro-rata basis until the actual date of termination. In addition, all expenses incurred before notice of termination shall be paid by Party A.

3. This contract shall be deemed to be a contract under the laws of the State of New York in the United States of America, with reference to which this contract is made, and shall be construed in accordance with the laws of said state and country.

As evidence of the conclusion of the contract, two copies of the text shall be made and each will be kept by both Parties A and B.

ACCEPTED, AGREED AND SIGNED

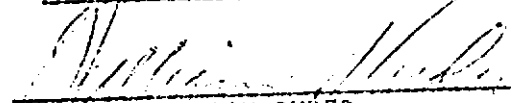
FOR JETRO/JAPAN TRADE CENTER
NEW YORK CITY

on _____, 1970

NORIO OCHI
EXECUTIVE DIRECTOR

FOR RUDER & FINN INCORPORATED
NEW YORK CITY

on Nov. 16th, 1970



WILLIAM RUDER
PRESIDENT