

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 & Rotman, 110 E.59th St., New York, NY 10022	2. Registration No. 1481
3. Name of foreign principal Boehringer Ingelheim Zentrale GmbH	4. Principal address of foreign principal 173 Bingerstrasse D6507 Ingelheim/Rhein WEST GERMANY

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

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

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 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  
Pharmaceutical Manufacturer

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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.)

**NEX 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.

**Boehringer Ingelheim Zentrale GmbH is apprivato corporation which is owned by its shareholders**

Date of Exhibit A	Name and Title	Signature <i>Maxim Schetz</i>
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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 & Rotman, Inc.	Boehringer Ingelheim Zentrale GmbH

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach 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.

**As outlined in Contract**

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

**As outlined in contract**

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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
		

<sup>1</sup> 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.

AGREEMENT BETWEEN: RUDER FINN & ROTMAN INC.  
AND BOEHRINGER INGELHEIM INTERNATIONAL GMBH

Date: November 1, 1986

1. Boehringer Ingelheim International GmbH has retained Ruder Finn & Rotman Inc. as its counsel for the development of a worldwide core public awareness program for Actilyse, effective November 1, 1986.
2. This agreement covers the period that shall be referred to as Phase I. Phase I of this program covers the development, production, and distribution of pre-approval and launch public relations program materials for Actilyse. Phase I will run through April 30, 1987.
3. Phase II of this program, which will cover the development, production, and implementation of ongoing activities for Actilyse, will begin after the completion of Phase I, on a date yet to be determined by Boehringer Ingelheim International GmbH. At that time, the monthly fee as stated in section 5 would be redefined.
4. Public-awareness-program services to be provided by Ruder Finn & Rotman include counseling, creating, planning, and working on specific public awareness projects; preparation of written and other public-awareness program materials; representing Boehringer Ingelheim International GmbH to the public, as its agent, and reporting on progress and achievements in a mutually agreed upon manner.
5. Remuneration of Ruder Finn & Rotman, Inc. for its creative services is billable in monthly installments. This amount has been determined to be \$10,000 per month, through the duration of Phase I of this agreement. Billing of this monthly fee will be the first day of each month and payment will be due upon receipt. This \$10,000 fee is payable to Ruder Finn & Rotman, 110 East Fifty Ninth Street, New York, New York 10022, USA.

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6. Out-of-pocket disbursements for, on behalf of, or for the benefit of Boehringer Ingelheim International GmbH will be billed as incurred. Disbursements falling into Group A, below, are to be billed at cost, and those in Group B, which increase the overhead costs of Ruder Finn & Rotman, are billed at a markup of 15 percent.

GROUP A

GROUP B

Affiliate Services  
Clipping Services  
Editorial  
Local Transportation  
Meetings  
Memberships  
Messenger  
Miscellaneous  
Newspapers & Periodicals  
Newswire Service  
Photocopies  
Postage & Special Mailings  
Press Expense  
Special Clerical Services  
Special Events  
Special Materials  
Spokesperson Fee  
Telecommunications  
Travel

Audio-Visual Services  
Design Services  
Photography  
Printing & Production  
Services

7. Out-of-pocket disbursements for Phase I of the Actilyse core public awareness program are estimated to be \$110,000.00 These estimates are determined according to the following schedule:

A. Program Framework Development, including RF&R staff travel for two meetings in Ingelheim for program framework and task-force development. This includes communications and miscellaneous expenses such telephone, telefax, telex, postage, and photocopying.....\$12,000

- B. Centralized Briefing Conference, including preparation and printing of English-language workbook (100), conference organizational expenses, RF&R staff travel and hotel.....\$10,000
  
- C. Actilyse Public Awareness Manual,\* includes research and copy editing costs, development of art and design elements, camera-ready art, slides, audio tape, customized binder, all press kit contents.....\$30,000
  
- D. Development of International Advisory Board, includes development costs for 3 members and media training.....\$12,000
  
- E. Video Library, includes crew, travel, editing, and production of master tapes in English.....\$40,000
  
- F. Miscellaneous Expenses, including telex, telefax, phone, postage, air courier for the duration of Phase I.....\$ 6,000

\* This price is based on the production of 100 customized kits, 4/color offset label laminated to cover with audio cassette and vinyl slide holder. Additional binders can be produced in lots of 100 at \$1,000.

- 8. A service charge of 1 1/2 % per month will be assessed on outstanding balances over 30 days.
  
- 9. In circumstances where Ruder Finn & Rotman are asked to do more work than originally agreed upon, or the cost of doing business increases during the course of the agreement Ruder Finn & Rotman reserve the right to pass these costs on to Boehringer Ingelheim International GmbH. Likewise, if Boehringer Ingelheim International GmbH reduces the work originally agreed upon or the expenses incurred are less than were anticipated, a refund would be due to Boehringer Ingelheim International GmbH. Such changes by either party should be submitted in writing to the other within a reasonable amount of time of said change.

10. Services rendered by all present or future subsidiaries or affiliates of Ruder Finn & Rotman, and which are not specifically covered by the financial portion of this agreement, will require a separate budget agreement when such services are called for. These subsidiaries and affiliates include: Research and Forecasts, Inc., RF&R Design, Public Relations Production Company, Inc., Arts & Communications, Writing and Editorial Services, Broadcast Services and Ruder Finn & Rotman International Partners. The cost of such services may be billed, as you prefer, as part of the Ruder Finn & Rotman monthly invoice or as separate subsidiary invoices.
  
11. Boehringer Ingelheim International GmbH agrees to and hereby does indemnify Ruder Finn & Rotman against any damages, cost and expenses, including reasonable attorney's fees, incurred in defending against any action arising out of the release of materials previously cleared and approved by Boehringer Ingelheim International GmbH and Boehringer Ingelheim International GmbH hereby expressly holds Ruder Finn & Rotman, Inc. harmless from any such damages, costs and expenses in connection with the scientific contents of the material performed by Ruder Finn & Rotman. Ruder Finn & Rotman agrees to hold Boehringer Ingelheim International GmbH free and harmless against any damages, costs and expenses, including reasonable attorney's fees, incurred in defending against any action arising out of the release of materials performed by Ruder Finn & Rotman and arising out of infringement of third parties' copyrights and personality rights.
  
12. Confidentiality: Ruder Finn & Rotman agrees to abide by the following definitions and agreements.

Definitions: "Trade secrets" as used herein will include, by way of example and without limitation, any information, whether or not embodied in written form, concerning any of the following matters affecting or relating to the business of the client, Boehringer Ingelheim Zentrale GmbH: marketing informa-

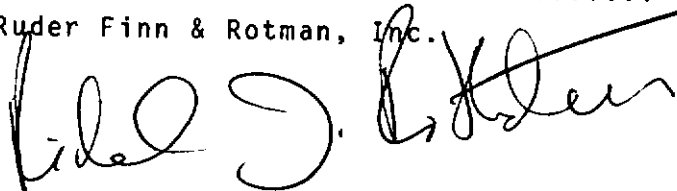


tion, technical information and specifications, organizational information, strategies, objectives and other information concerning client's operations which client advises Ruder Finn & Rotman is to be treated as a trade secret. "Confidential information" as used herein will include, by way of example and without limitation, that information which is proprietary to client, relating to its business, including trade secrets, and also including, but not limited to, information pertaining to its research, development, purchasing, financing, accounting, engineering, marketing, selling or operational activities.

Nondisclosure: Confidential and/or proprietary information and trade secrets of client, and materials relating to any trademark, service mark, or patent, or application for same, which come into Ruder Finn & Rotman possession during the term of this agreement will not be disclosed to any person outside of Ruder Finn & Rotman, either during or after the termination of this agreement, except as expressly authorized by this agreement or with the written permission of client. All papers, manuals and documents of any kind prepared or made, in whole or in part, by Ruder Finn & Rotman at any time while retained by Ruder Finn & Rotman which relate in any manner to any business conducted by client will be the sole and exclusive property of client, and will likewise be held confidential by Ruder Finn & Rotman. Ruder Finn & Rotman agrees to take reasonable steps to prevent disclosure of any information contained in all such materials to third parties, or to its employees other than those who need to have such information to enable Ruder Finn & Rotman to carry out its obligations under this agreement. All materials of a confidential or proprietary nature furnished to Ruder Finn & Rotman by client will be returned to client promptly upon demand, or within thirty (30) days following the termination of this agreement for any reason. The obligation of Ruder Finn & Rotman under this paragraph will survive the termination of this agreement, regardless of the manner of such termination, and will remain a binding obligation on Ruder Finn & Rotman.

The only exception to the above-mentioned paragraph will be materials developed on the general subject of public relations which are the property of Ruder Finn & Rotman and are confidential under the terms of this agreement only as they are customized for the client.

- 13. Boehringer Ingelheim International GmbH is entitled to exploit all materials made under this agreement by Ruder Finn & Rotman unlimited in terms of time, territory and way of exploitation.
- 14. The client acknowledges that the client has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, the client agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.
- 15. This agreement can be cancelled by either party on 90 days advance notice in writing. During this termination period a base fee equal to an average of the previous 12 months' invoices or the duration of this agreement, whichever is less, will be charged to the client.

.....  
 Ruder Finn & Rotman, Inc.  


.....  
 Boehringer Ingelheim International GmbH  
