

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 Modern Talking Picture Service, Inc. 5000 Park Street, N., St. Petersburg, FL	2. Registration No. 1803
3. Name of foreign principal Pro Helvetia - FilmService Arts Council of Switzerland	4. Principal address of foreign principal Hirschengraben 22 CH-8024 Zurich, Switzerland

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. Pro-Helvetia - FilmService
- b) Name and title of official with whom registrant deals. c/o Embassy Of Switzerland  
2900 Cathedral Ave., NW  
Washington, DC 20008  
Ms. Cecile Kung

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,

not applicable

- a) State the nature of the business or activity of this foreign principal

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ATTORNEY GENERAL  
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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

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

not applicable

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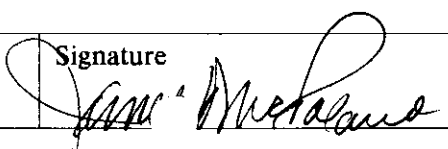
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

not applicable

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Date of Exhibit A  
April 6, 1989

Name and Title  
James D. McPoland  
Executive Vice President

Signature  


INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in 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
Modern Talking Picture Service, Inc.	Pro Helvetia - FilmService Arts Council of Switzerland

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.

Commencing 3/31/89 Registrant will arrange distribution of 3 film programs (26 to 59 min. in length) to non-theatrical community audiences in the U.S. Rate: \$9.10/booking, plus postage or delivery charges. \$3,200 first year's annual budget. Agreement to continue subject to six month's notice of termination.

(Synopses of programs attached)

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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.

Registrant will provide distribution services for this foreign principal's programs listed in Item 4, and any additional programs placed with us in the future, to non-theatrical community audiences in the U.S. This service includes shipping, promotion, publicity, inspection, repairs of films and monthly reporting of bookings.

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
April 6, 1989	James D. McPoland Executive Vice President	

<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 for non-commercial distribution of film/video programmes  
between

the distributor: Modern Talking Picture Service, Inc.  
Mister Chris Kater  
1900, L Street N.W., Suite 610

USA-Washington D.C. / 20036

and

the sponsor: Pro Helvetia, Arts Council of Switzerland  
Hirschengraben 22, CH-8024 Zurich  
phone:1/2519600, fax:1/2519606  
telex:817599 helv ch

1. The sponsor grants to the distributor the right to distribute, free of charge to the borrower, in

**U S A**

the films on loan (number and format, see attached schedule, which will be part of the agreement), hereinafter referred to as "the programmes" for showing to non-theatrical audiences of registered bodies, organizations, institutions and schools.

Excluded are any kind of television stations and museums.

2. The distributor and the sponsor have agreed to an annual distribution budget of

**US\$ 3'200.--**

for the distribution fees (item 3 of the agreement) of the programmes; and for the first year, if not included in the distribution fee, the cost of the incorporation of the programmes into the distribution service.

The distributor will charge the sponsor

monthly

~~quarterly~~

~~yearly~~

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a service charge which will be calculated according to the number of times the programmes are lent.

The charge for each loan is: **US\$ 9.10** plus postage or delivery charges.

The agreed annual budget may not be exceeded, i.e. the distributor is not to carry out more loans than possible by the amount of the agreed annual budget.

In any case the sponsor will not be hold responsible for any charges beyond the annual budget. Should the distributor wish an increase of the agreed annual budget he will have to receive the sponsor's agreement in advance.

3. The distribution fees include promotion, marketing of the programmes by the distributor's regular promotional activities, the processing of booking applications, the maintenance of the programmes, storage and packing for outward despatch, together with the supporting printed material and the cost of the delivery to the borrower.
- The costs of the incorporation of the programmes into the distribution service and of the titles into the distributor's catalogue are / ~~are not~~ included.
- Note: All copies supplied by the sponsor have been inspected before the delivery to the distributor.
4. The distributor has been notified that copying or other reproduction, wholly or in part, of any of the programmes entrusted to it for the purpose of distribution is strictly forbidden. The distributor will inform accordingly the borrowers.
5. All copies of the programmes remain the property of the sponsor. In case of damage, destruction or loss, the distributor informs the sponsor, who decides whether a copy is to be replaced or not.
- Reasonable minor repairs are carried out by the distributor to maintain the copy fit for projection.
6. According to the conditions of the loan, responsibility for damage, destruction or loss of the programmes will rest with the borrowers. The distributor will supply each borrower at the time of loan with a written notice of the conditions of loan and instructions in the use of the programmes.
7. In the periodical account of the distributor to the sponsor the data include the identity of the borrowers, the number of loans and the size of audience.
8. All customs, importation and delivery costs for the shipment of the copies from the sponsor to the distributor are assumed by the sponsor.
9. This agreement shall remain in force for a period of one year and will continue thereafter, subject to six months notice of termination.
- 9.1. The sponsor agrees to give at least six months written notice of withdrawal of any title from distribution under the terms of this agreement and that:

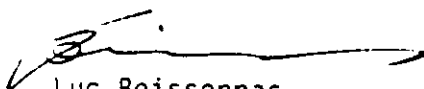
During such notice period the distributor will continue to achieve as wide coverage of such title as possible except that the distributor will not accept bookings for loans or showings beyond the expiration of the notice period.

10. The sponsor warrants that it holds the distribution rights granted to the distributor (limited as described in item 1 of this agreement) and has paid, or has caused to be paid, all payments for copyrighted material, including but not limited to, music, speech, pictures, quotations, performances that appear in the programmes and that they have paid or caused to be paid all rights fees to all persons whose work appears in the programmes and are necessary for the rights granted to the distributor in this agreement.
  
11. This agreement becomes valid from the moment of the signatures of both, the sponsor and the distributor.  
Two copies of this agreement have been made, one for each signatory parties.
  
12. This agreement shall be governed by the law of Zurich, Switzerland.

Date: 14th February 1989

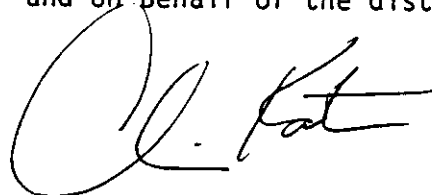
For and on Behalf of the sponsor:

**Pro Helvetia**  
Arts Council of Switzerland



Luc Boissonnas  
director

For and on Behalf of the distributor:



13. A minimum charge of \$1,000 each calendar quarter is applied to all services. This minimum is applied to the cumulative total of all services and titles not to each service individually.
  
14. New foreign clients must be reported to the U.S. Department of Justice for any film distribution placed with Modern Talking Picture Service. There is a one-time fee of \$75.00 for registering new foreign clients with the U.S. Department of Justice. Thereafter, a semi-annual report, due in April and October, must be filed with the U.S. Department of Justice for which the distributor will charge the sponsor \$30.00 per report. Note, the \$30.00 report charge is per sponsor not per title; one report covers all film titles.

DIGEST #	TITLE	R/T	INVENTORY	WEIGHT
24227	ALBERTO GIACOMETTI	29	1-16mm	B05
24228	NAPLES FRIEZE: A PICTURE PUZZLE BY MARKUS RAETZ	26	1-16mm	B05
24229	BITTER WIND AND WEATHER WERE BLOWING- HANS HINTERREITER	59	1-16mm	B10

SYNOPSIS:

ALBERTO GIACOMETTI - The film shows the sculptor at work, in concentrated struggle with his model, and in conversation. It presents his work in chronological order and constitutes a gripping portrait of this great artist.

NAPLES FRIEZE: A PICTURE PUZZLE BY MARKUS RAETZ - Naples Frieze, one of Markus Raetz's major works, is the starting point of this film. Naples Frieze, a work of this Bernese artist, is made up of a variety of pictures skillfully combined into one. On looking at the frieze, the viewer is confronted with a puzzle that in reality isn't one: It cannot be solved, or can be solved in every individualistic way imaginable. We try to enter the frieze with a camera in order to resolve the problem from within.

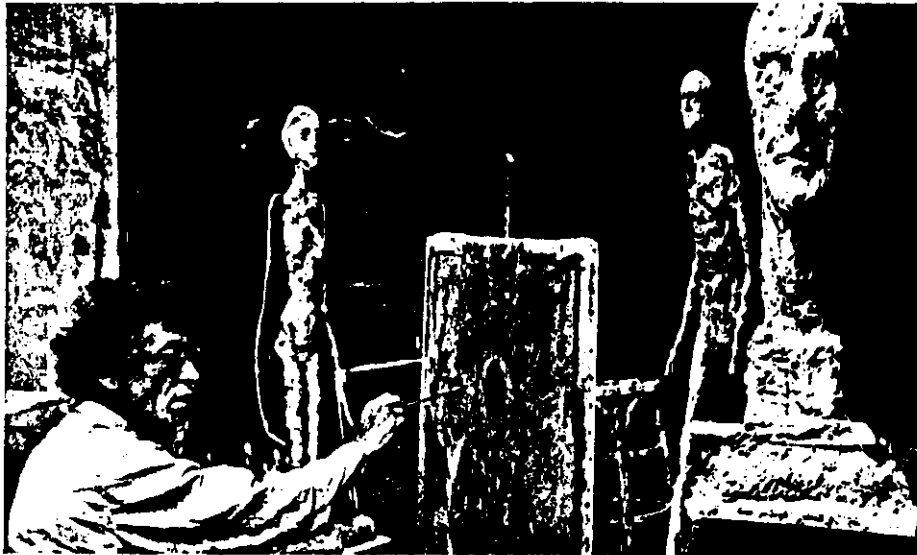
BITTER WIND AND WEATHER WERE BLOWING - HANS HINTERREITER - Hans Hinterreiter, born in Winterthur, 1902, is a member of the circle of Swiss "concrete artists", for example Max Bill, Fritz Glarner or Camille Graeser. He studied mathematics and architecture and worked as a painter of expressionist landscapes. At 27 years of age, he decided to take the most progressive move in modern art: he endeavored to systematise color and form since discovering the writings of German chemists and physicists and philosophers and thus translate this scientific research into painterly expression. Hans Hinterreiter spent 40 years working on this theory and created a color chart which he named "color-organ". He also produced a form vocabulary which underlined his theory of art in the purest form which he titled "form-organ" or "field-organ."



# Alberto Giacometti

Production: Ernst Scheidegger  
Directed by: Ernst Scheidegger  
Photographed and  
edited by: Peter Mürger  
Music by: Armin Schibler

Year of  
Production: 1966  
Duration: 29 minutes  
Length: 320 m  
Sound system: optical  
Versions: German/French/English  
Eastman Colour/16 mm



Giacometti wurde 1901 in Stampa (Bergell) geboren. Sein Vater und sein Onkel waren bedeutende Maler - ihnen verdankt er die Grundlagen seines Schaffens. Ab 1922 hält er sich in Paris auf und schult sich bei Bourdelle als Bildhauer. Dann schliesst er sich dem Surrealismus an, von dem er sich ab 1935 in zunehmendem Mass loslöst, um eigene Wege zu gehen. In steter Auseinandersetzung mit dem Modell beschäftigt ihn als Maler wie als Bildhauer die Dematerialisierung und Vergeistigung der Form. Seine internationale Anerkennung setzt mit dem Durchbruch des Existenzialismus ein. 1966 ist er in Stampa gestorben. Der Film zeigt den Künstler bei seiner Arbeit, in der konzentrierten Auseinandersetzung mit dem Modell, im Gespräch. Er zeigt sein Oeuvre in chronologischer Reihenfolge und gibt ein fesselndes Bild dieses grossen Künstlers.

Alberto Giacometti est né en 1901 à Stampa (Grisons). De son père et de son oncle, des peintres de renom, il apprend les éléments de l'art pictural. A Paris, en 1922, il entre chez Bourdelle en tant qu'élève sculpteur. Plus tard, il rejoint le surréalisme, dont il se détachera sensiblement dès 1935 à la recherche de son propre style. Dans l'analyse permanente de son modèle, le peintre Giacometti aussi bien que le sculpteur est obsédé par la déma-

térialisation et la spiritualisation des formes. Pour Giacometti, la renommée internationale vient alors que s'impose l'existentialisme. Il est mort en 1966 à Stampa.

Le film montre l'artiste au travail, concentré sur son modèle, en conversation avec lui; il nous présente son oeuvre dans l'ordre chronologique et donne une image saisissante de ce grand artiste.

Giacometti was born at Stampa (Grisons) in 1901. His father and his uncle were important painters and he owes to them the grounding he received in the plastic arts. From 1922 he lived in Paris and devoted himself to sculpture as a student of Bourdelle. Then he joined the Surrealist movement, from which he distanced himself to an increasing extent from 1935 to go his own way. In a continual struggle with the reality of his models Giacometti, through both painting and sculpture, concerned himself with the dematerialization and spiritualization of the human form. International recognition came with the breakthrough of existentialism. He died at Stampa in 1966.

The film shows the sculptor at work, in concentrated struggle with his model, and in conversation. It presents his work in chronological order and constitutes a gripping portrait of this great artist.

Press-Information

BITTE! WIND AND WEATHER WERE BLOWING - HANS HINTERREITER

A film by Werner Krüger  
A artemedia-production  
58 min. 16mm color

Hans Hinterreiter, born in Winterthur, 1902, is a member of the circle of Swiss "concrete artists", for example Max Bill, Richard Paul Loebse, Fritz Glarner, Verena Loewensberg or Camille Graeser. He studied mathematics and architecture and worked as a painter of expressionist landscapes.

At 27 years of age he discovered the writings of German chemists and physicists and philosophers such as Wilhelm Ostwald and decided to take one of the most progressive moves in modern art: Inspired by Ostwald's mathematic forms and physical color-studies he endeavored to systematise color and form and thus translate this scientific research into painterly expression.

Hinterreiter spent 40 years working on this theory and created a color chart which he named "color-organ". He also produced a form-vocabulary, which underlined his theory of art in the purest form and which he titled "form-organ" or "field-organ". Amongst the theoreticians of modern art, such as Kandinsky, Malewitsch, Albers, Modrian etc., Hans Hinterreiter was the most radical, the most consequent and the most uncompromising.

The exactitude of his theory is also proven in his painting, which constantly endeavors to combine "stomach and head" in the beauty of a right angle and the geometry of Riemann. Since the beginning of the fifties Hinterreiter chose to live on Ibiza, where his film-portrait was made.

We have filmed the work of this artist in German, Swiss and Spanish collections.

## Das Neapelfries

(Documentary)

Directed by: Gaudenz Meili  
Script: Gaudenz Meili  
Camera: Georges Ryser  
Editing: Franziska Wirz  
Music: Züricher Kammersprechchor/Werner Bärtschi  
Original Version: German/French/English, color, 16 mm, 25 Min.  
Release: Autumn 1987  
Production: Gaudenz Meili, EDI, Migros a.o.  
World Rights: Gaudenz Meili, Freiestr. 135, CH-8032 Zürich

### Gaudenz Meili 1937\*

1964-70 Documentary films and cultural reports for Swiss radio and television /  
1971 Wir Geometer / 1972 Der kopflose Falke / 1975 Der Stumme / 1977  
Galgenstrick / 1978 Kneuss / 1986 Os Garimpeiros

### Naples Frieze: A Picture Puzzle by Markus Raetz

**N**aples Frieze», one of Markus Raetz's major works, is the starting point of this film. «Naples Frieze», a work of this Bernese artist, is made up of a variety of pictures skillfully combined into one. On looking at the frieze, the viewer is confronted with a puzzle that in reality isn't one: It cannot be solved, or can be solved in every individualistic way imaginable. We try to enter the frieze with a camera in order to resolve the problem from within.

### Frise Napolitaine: Rébus de Markus Raetz

**U**ne des oeuvres principales de Markus Raetz «Frise Napolitaine» constitue le point de départ de ce film. Cette frise se compose d'éléments picturaux typiques, savamment ordonnés, réalisations de l'artiste bernois jusqu'à ce jour. Raetz propose à l'observateur de sa frise, un véritable rébus qui en fait n'en est pas vraiment un. On ne peut absolument pas le résoudre, si ce n'est par une réflexion artistique personnelle.

Notre caméra s'efforce donc de pénétrer dans la frise pour résoudre le rébus de l'intérieur.

### Das Neapelfries - Ein Bilderrätsel von Markus Raetz

**E**ines der Hauptwerke von Markus Raetz, das «Neapelfries», bildet den Ausgangspunkt zu diesem Film. Das «Neapelfries» besteht aus einer raffinierten Anordnung typischer Bildelemente, die sich der Berner Künstler in seinem bisherigen Kunstschaffen erarbeitet hat. Raetz gibt dem Betrachter des Fries' ein Rätsel auf, das im Grunde genommen gar keines ist: Es kann gar nicht oder auf jede denkbare individuelle Art gelöst werden. - Wir versuchen mit der Kamera gleichsam in das Fries einzudringen, um von innen heraus das Rätsel zu lösen.