

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 Burson-Marsteller 1850 M Street N.W. Suite 900 Washington, D.C. 20036	2. Registration No. 2469
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3. Name of foreign principal Seoul Olympic Organizing Committee	4. Principal address of foreign principal 181, Ulchiro 2-Ga Chung-Gu Seoul, Korea
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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:

<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> 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.

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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

Preparing, organizing and managing the 1988 Olympic Games in Seoul.

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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.)

The cost of hosting the Olympic Games will be shared by the city of Seoul, the government of the Republic of Korea and the privately-run Seoul Olympic Organizing Committee.

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.

Date of Exhibit A	Name and Title	Signature
2/18/86	Jonathan S. Jessar General Manager, SVP	

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 Burson-Marsteller	Name of Foreign Principal Seoul Olympic Organizing Committee
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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.

Burson-Marsteller, in conjunction with the Richard V. Allen Co., will conduct a public relations campaign for the Seoul Olympic Organizing Committee. In this capacity, Burson-Marsteller will disseminate press releases, organize informational meetings, and advise and counsel on relationships with the media.

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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.

**Burson-Marsteller will draft papers and other informational packages on behalf of the Seoul Olympic Organizing Committee, establish a coordinating office in Seoul, encourage support for and participation in the 1988 Olympic Games, and disseminate information to the media.**

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  
2/18/86

Name and Title  
**Jonathan S. Jassar**  
General Manager, SVP

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.

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A G R E E M E N T

THIS AGREEMENT is made and entered on the // day of January, 1986 in the city of Seoul, in the Republic of Korea by and between the Seoul Olympic Organizing Committee (hereinafter referred to as "SLOOC") and Burson-Marsteller (hereinafter referred to as "B-M"), a corporation duly organized and existing under the laws of the New York State, U.S.A., having its principal office at 866 Third Avenue, New York, N.Y. 10022, U.S.A.

WITNESSETH THAT:

WHEREAS, SLOOC agrees to employ B-M in conjunction with Richard V. Allen Company to conduct a public relations program in behalf of the 1988 Olympic Games at Seoul for the period starting January 1, 1986 and continuing through December 31, 1986;

WHEREAS, the Agreement can be extended with the mutual agreement of the parties;

WHEREAS, the objective of this program is to communicate to all appropriate audiences information on the successful preparation for the 1988 Olympic Games and to encourage support and participation;

WHEREAS, the objective is also to enhance the climate for corporate sponsorships and to create an understanding and appreciation of the Republic of Korea as a peace-seeking world-class nation; and

TERMINATED  
DATE

4-23-87

WHEREAS, B-M is hereby retained and appointed to perform such services in such manner as shall be described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

1. B-M promises to devote all the efforts and resources necessary to fully and adequately perform its duties under this Agreement on behalf of and in the best interest of SLOOC.
2. The obligations and duties imposed upon B-M by this Agreement shall be carried out at the highest standard in the light of modern technology. B-M shall take every step reasonably required to fulfill the objectives of this Agreement to the satisfaction of SLOOC, and shall do everything reasonably necessary to carry out the programs to be made under this Agreement.
3. B-M shall complete a basic program showing the outlines of the work to be done under this Agreement, and shall attach it hereto as a part of this Agreement. The basic program shall be sufficiently detailed so as to include substantial parts of the work anticipated under this Agreement.

B-M shall make the position paper and the basic program only after full consultation with SLOOC. They shall reflect the wishes and ideas proposed by the SLOOC, and shall be finally approved by the SLOOC.

4. A regular meeting, on the last Wednesday of each month, shall be held between B-M and SLOOC at SLOOC's office in Seoul in order to review the effectiveness of the work and operation under this Agreement. Ad hoc meetings may be held at any time on the request by either party.
5. B-M will report monthly in writing on activities in behalf of SLOOC, such report to be delivered within 20 days after the end of each month.
6. On the 3rd regular meeting day of each Quarter-term, B-M shall submit a quarterly program, based upon the basic program, containing detailed plans and steps to be done within next three (3) months beginning on the first day of the following month. In this meeting the position paper may be revised. The program shall include such activities as SLOOC designates. (This kind of meetings shall be referred to as "Quarter-term Meeting" and each 3 month period shall be referred to "Quarter-term")
7. Every reasonable effort shall be made by B-M to attract sponsors to support the Olympic Games at Seoul.
8. SLOOC has right to make request to B-M to discontinue a specific activity or activities at its sole discretion. B-M shall follow such instructions.
9. B-M will release no material in behalf of SLOOC without specific prior authorization: SLOOC will designate an individual authorized to approve materials and actions and with instructions to act expeditiously in responding to B-M requests.

10. B-M shall not accept and undertake, whether on its own account or on behalf of somebody else, any obligation, instructions or work from other person than SLOOC which might be in conflict of any interest of SLOOC.
11. B-M shall not be employees of SLOOC and SLOOC shall not take any responsibility for anything done by B-M in the course of performing this Agreement. SLOOC shall not take any responsibility against third party unless the act is specifically requested by SLOOC. B-M shall indemnify SLOOC against any liability due to the negligence and fault by B-M in the course of carrying out this Agreement.
12. B-M shall warrant that Richard V. Allen Company shall cooperate with B-M and SLOOC as if it were a party to this Agreement.
13. All the papers, drawings, printings, photographs, video tapes, and all other materials which are made under this Agreement shall belong to SLOOC, and B-M may not use them for other purposes than anticipated under this Agreement, without written permission from SLOOC.
14. In executing this program B-M will establish an information gathering and coordinating office in Seoul and will assign appropriate personnel in New York, Tokyo and elsewhere as required and agreed on.
15. The maximum cost of this one-year program will be US \$1,200,000. The bill will be based on an estimate of the cost of activity contemplated in the one month period. An accounting of actual costs, both time and out-of-pocket charges shall be included in the above



US\$1,200,000. The income tax to be imposed on B-M shall be included in the above sum. SLOOC will have the right to audit B-M to verify the validity of its charges based on standard B-M operating procedures for both time and out-of-pocket expenditures.

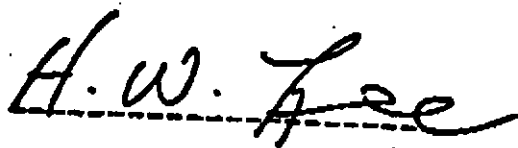
Payment shall be made quarterly.

- (a) B-M will invoice SLOOC on the first day of each Quarter-term. The initial payment of US\$300,000 for the first Quarter-term will be made within 15 days after the date of the contract signing.
- (b) SLOOC will telex transfer US\$300,000 to B-M within 15 days after each Quarter-term starts.
- (c) On the end of each Quarter term, B-M shall provide SLOOC with a detailed accounting for funds employed during each Quarter-term.
- (d) The bill shall be accompanied by a statement of account. The statement of account shall show costs necessary for each and every kind of activities so that SLOOC can reasonably understand B-M's work.
- (e) The total amount stated to be payable by the bill shall include profits to be made by B-M and taxes, dues and any other charges imposed by public body, local authority or/and Korean Government from B-M but payable by it with regard to the payment under this Agreement.
- (f) The total amount payable under this Agreement for whole one year program shall not exceed US\$1,200,000.

16. SLOOC will hold B-M harmless from any claims resulting from the release of statements or materials approved by SLOOC in accordance with agreed on procedures. . .
17. By 60 days advance notice in writing or by telex SLOOC <sup>B/M</sup> may, as it thinks necessary, terminate this Agreement without any liability and breach of this Agreement. Before terminating this Agreement, SLOOC may demand that B-M shall comply with SLOOC's request by a specified date. On termination, parties shall enter into negotiation for the remuneration carried out before termination. On failing to reach a settlement, the disputes shall be resolved by an arbitration in the manner herein prescribed.
18. Should B-M fail to carry out its obligation and duties under this Agreement, or should SLOOC have reason to be dissatisfied with any B-M action covered by this Agreement, SLOOC has the right to express its dissatisfaction formally and to reinstruct B-M to carry out its duties.
19. B-M shall have no right or power to assign any right it may have or to delegate any duty it may owe under this Agreement without express written consent of SLOOC.
20. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Republic of Korea.
21. All disputes, controversies or differences which may arise between the parties out of or in relation to or in connection with this Agreement, or for the breach thereof, shall exclusively and finally settled by

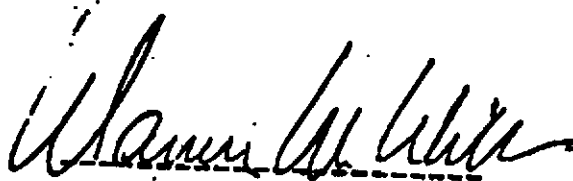
arbitration in Seoul, Korea in accordance with the rules of the Commercial Arbitration Board and under the laws of the Republic of Korea. The award rendered by the Arbitrators shall be final and binding upon both parties hereto.

For and on behalf of  
Seoul Olympic Organizing  
Committee



Ha-Woo Lee  
Vice President and  
Secretary General

For and on behalf of  
Burson-Marsteller



Warren W. Williams  
Senior Vice President