

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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
JEFFERSON WATERMAN INTERNATIONAL, LLC	Taipei Economic and Cultural Representative Office (TECRO) 4990

Check Appropriate Boxes:

- 1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. 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 three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. 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 the expenses, if any, to be received.

The Taipei Economic and Cultural Representative Office in the United States has assumed the renewal of the JWI contract to provide government relations services on behalf of Taiwan. The contract was previously sponsored by the China External Trade Development Council (CETRA) in connection with the Taipei Economic and Cultural Representative Office.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide government relations and related media and public communications services and advice to assist in promoting Taiwan's commercial and other relations with the United States.

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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.


See #4

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.

Registrant will engage in discussions with Executive Branch officials, with Legislative Branch officials, and with contacts in the business, academic, and media sectors to promote commercial and political cooperation between the United States and Taiwan.

Date of Exhibit B	Name and Title	Signature
	Ann B. Wroblewski, President Jefferson Waterman Int'l, LLC	

¹Political 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.



RETAINER AGREEMENT

THIS AGREEMENT is made between the Taipei Economic & Cultural Representative Office in the United States ("TECRO") and the firm of Jefferson Waterman International ("The Firm"), in Washington, D.C.

(1) The TECRO and the Firm have agreed that the Firm shall render government relations and related public communications services to assist and work with the Taipei Economic and Cultural Representative Office in Washington, DC, in promoting and strengthening Taiwan's relations with the United States and, in general, providing such other appropriate advice and assistance as will serve to achieve these purposes.

(2) In carrying out the above operations, the Firm will utilize its personnel in accordance with its decisions as to devoting its best resources to each of the tasks assigned to it in a manner that will best assure the accomplishment of the above objectives consistent with the policies and operating procedures of the TECRO.

(3) The TECRO will pay the Firm a fee of one hundred and ten thousand dollars (\$110,000.00) for the period of one year inclusive of all charges and expenses, with the exception of any international travel expenses subject to the client's request and prior approval. Upon

commencement of this Agreement in December 1995, nine thousand one hundred and sixty-seven dollars (\$9,167.00) shall be paid to the Firm. The balance will be paid to the Firm monthly in eleven equal installments of \$9,167.00 each, due by the last day of each month.

(4) This Agreement is for a one-year period, and will be extended annually upon the written agreement of both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates written below.

The T.E.C.R.O.

Jefferson Waterman International

By:

Ande bi-Yan Hsein

By:

Charles E. H. H.

Director, Secretariat Division

CEO

Date: Dec. 1, 1995

Date: November 30, 1995