

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

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 Parter International, Inc. 501 Fifth Avenue New York, NY 10017		2. Registration No. 5260
3. Name of foreign principal BEDA Berne Economic Development Agency	4. Principal address of foreign principal Munsterplatz 3 3011 Berne, Switzerland	

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

- 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 nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Canton of Berne, Switzerland Economic Development Agency.
- b) Name and title of official with whom registrant deals. Denis Grisel, CEO, BEDA

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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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

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

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 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 must be used.)*

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 <i>Alan S. Fuchs</i> <i>President</i>	Signature <i>Alan S. Fuchs</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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Parter International, Inc.	2. Registration No. 5260
3. Name of Foreign Principal BEDA Berne Economic Development Agency	

Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. 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 expenses, if any, to be received.

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

The work is described in paragraphs 3 (Services and Responsibilities) and 5 (Activity Reports) of the attached contract. Through research, marketing and contact with U.S. suppliers and multipliers, Parter International will attempt to schedule sight visits to Berne, Switzerland by American firms.

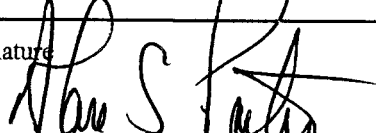
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REGISTRATION UNIT

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

- Investment Attraction
- Research
- After Care
- Communications Consulting
- Organization of missions/seminars/conferences
- Advice on promotional materials
- Distribution of promotional materials
- Development of data bases
- report on activities

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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 5/29/98	Name and Title PRESIDENT	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

between

The Berne Economic
Development Agency
Münsterplatz 3
CH-3011 Berne
(hereafter called BEDA)

and

Parter International Inc.
501 Fifth Avenue
New York, NY 10017
(hereafter called PI)

1. INTRODUCTION

BEDA nominates PI as its Representative for the territory of North America (USA and Canada).

PI is responsible for any registration as might be required under US and Canadian law for this kind of business relationship.

2. OFFICE SET-UP

PI shall maintain a permanent East Coast and West Coast office with a fully staffed phone answering service during regular US business hours and where the desired PI person can be reached right away independent of his or her present location.

3. SERVICES AND RESPONSIBILITIES

PI agrees to reach or to exceed as soon as possible, no later than October 1, 1998, a meaningful site location visit to the Canton of Berne averaging 2 visits per month.

PI shall direct its efforts to introduce the Canton of Berne, Switzerland, as an ideal European site focusing on companies having an annual revenue of at least US\$ 5 Mio of which a noticeable percentage comes from Europe already.

Suitable companies ideally are active in one or more of the following fields:

- medical technology including pharmacology
- precision technology
- telecommunication and information technology
- environmental technology
- design and luxury items
- services (Headquarter operations, marketing and sales, R and D, etc.)

BEDA will provide PI with all marketing and other collateral materials in english in sufficient number.

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PI shall utilize all suitable modern marketing techniques towards maximizing the number of meaningful site location visits. Should both BEDA and PI decide to incorporate advertising or other special promotion opportunities into the investment attraction program, the cost of said advertising will be paid directly by BEDA and not from the compensation set forth in paragraph 4.

After site location visits have taken place, PI shall provide further desirable local follow-up until a project is either realized or lost.

PI shall maintain a suitable coordination effort with „Location Switzerland“.

PI shall provide general information on the Canton of Berne and the incentives that BEDA can offer to prospective investores, multpliers and others in Northamerica. PI is not allowed to commit to any tax and investment incentive package as might be offered to a company or a person either verbally or in writing.

PI will work with BEDA and provide advice with respect to the preparation of BEDA marketing materials for the US and Canada.

BEDA shall support PI on an ongoing basis including visits to potential investors in the USA and by providing information for specific prospects in as timely manner as possible.

All letters of intent for the American market will be provided to PI for review. Each Letter of Intent for the American market will contain a clause, to be agreed upon by BEDA and PI, relating to the conditions of the offer. Should that clause not be present in a Letter of Intent, BEDA will release PI from any expenses that might be incurred relating to any action brought against PI by the prospective investor.

4. COMPENSATION

During the balance of 1998, considered as the trial period, BEDA shall pay to PI, on or before May 1, 1998, a sum of US\$ 30,800.- and thereafter, a monthly sum of US\$ 23,500.-, payable on the first day of every month, covering all the cost of the services to be provided under this agreement. Compensation of US\$ 24,500.- a month will be payable for 1999. The monthly amount starting in the year 2000 shall be negotiated, based on the initial experience gained.

Payment will be made by wire transfer to a bank account identified and provided by PI.

5. ACTIVITY REPORT

PI shall issue a monthly activity report which has to include the following items:

- number of companies and multipliers contacted by mail, fax, phone, e-mail or in person and contact details where meaningful.
- number of literature items sent out
- number of visits made
- activities done such as mailings, seminars, business luncheons, etc.
- activities planned for the next month
- expected site visits to the Canton of Berne during the month ahead

The format of this report could be modified by BEDA as the need occurs.

6. INTELLECTUAL PROPERTY

PI shall maintain a complete and updated contact database which shall be compatible with the BEDA computer hard- and software. The database contains not only the addresses of prospective investors and other contacts, but also their contact history. This database is the property of BEDA. BEDA reserves the right to get an updating of this database at any time. At the end of the agreement PI shall transfer the updated database promptly to BEDA.

7. CONFLICT OF INTEREST

PI shall not entertain any business relationship which in BEDA's judgment would present a conflict of interest. PI may represent other government agencies for commercial matters on a short term basis but with respect to any work involving or related to investment attraction, PI must first obtain the approval of BEDA. Violation of this clause gives BEDA the authority to terminate this agreement immediately upon notification of violation of this clause.

8. TERMS AND TERMINATION OF AGREEMENT

During the trial period from May 1 to December 31, 1998, each party can give an advance notice of 60 days.

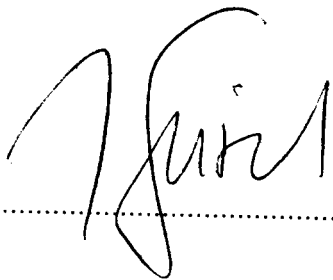
Thereafter the agreement shall be renewed on a yearly basis unless advance notice is given by September 30 of the preceding year. Under the present Canton of Berne legislation it shall automatically end on December 31, 2001.

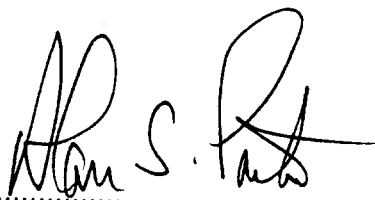
9. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with Swiss law as represented by the court of the City of Berne, Switzerland.

Berne, the 16/4/98
Berne Economic Development Agency
Denis R. Grisel

New York, the 16/4/98
Parter International Inc.
Alan Parter


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