

**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.*

<b>1. Name and address of registrant</b> Dickens & Madson Canada Inc. 310 Victoria #204, Westmount Montreal, Quebec, Canada H3Z 2M9		<b>2. Registration No.</b> 5485
<b>3. Name of foreign principal</b> Government of the Republic of Zimbabwe	<b>4. Principal address of foreign principal</b> President's Department Harare, Zimbabwe	
<b>5. Indicate whether your foreign principal is one of the following:</b> <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Individual-State nationality _____ <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____		
<b>6. If the foreign principal is a foreign government, state:</b> a) Branch or agency represented by the registrant. President's Department b) Name and title of official with whom registrant deals. Elisha Muzonzini, Director General, CIO		
<b>7. If the foreign principal is a foreign political party, state:</b> 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,

N/A

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

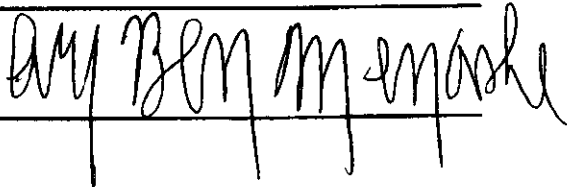
Controlled by a foreign government, foreign political party, or other foreign principal Yes  No

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 March 17, 2002	Name and Title Ari Ben-Menashe, President	Signature 
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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 Dickens & Madson Canada Inc.	2. Registration No. 5485
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3. Name of Foreign Principal  
Government of the Republic of Zimbabwe

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.

See attached statement.

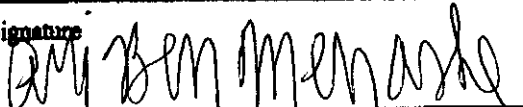
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached statement.

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.

See attached statement.

<b>Date of Exhibit B</b> March 18, 2002	<b>Name and Title</b> Ari Ben-Menashe, President	<b>Signature</b> 
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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 stands 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.

Exhibit B to  
Registration Statement of  
Dickens & Madson Canada, Inc.

Supplementary Information

7. The services being rendered and to be rendered by the registrant on behalf of the foreign principal involve meeting with both government officials and members of the press, in various countries, at present including Canada, United Kingdom, Australia, and numerous African nations. In addition, press releases have been issued in those countries. These activities have related essentially to fostering the acceptance and recognition of the legitimacy of the Government of Zimbabwe. No meetings with United States officials or press have occurred to date.

8. The activities engaged in and to be engaged in include, as noted above, meetings with government officials and members of the press in various nations, and the issuance of press releases.

9. The activities noted are inherently "political," as they relate to the acceptance and recognition of the Government of Zimbabwe, its policies and activities. The desired results, as noted in the contract, are "to secure greater goodwill for the Government of Zimbabwe, creating increased acceptance of the policies and activities of the Government of Zimbabwe and fostering the general prosperity of the Republic of Zimbabwe."

Note: With respect to the attached contract, it should be noted that, although the written contract calls for a payment of \$225,000.00, because disbursements, primarily for travel-related expenses, have already exceeded \$400,000.00, payments totaling that sum have been made by the foreign principal to the registrant. The parties have not executed formal written amendments to the contract.



communications with the view to securing greater goodwill for the Government of Zimbabwe, creating increased acceptance of the policies and activities of the Government of Zimbabwe and fostering the general prosperity of the Republic of Zimbabwe.

**NOW THEREFORE IT IS AGREED;**

**CLAUSE ONE : COMMENCEMENT OF THIS AGREEMENT**

This agreement shall commence upon its signature by both parties.

**CLAUSE TWO : SCOPE OF THE CONSULTANCY AGREEMENT**

- 2.1 The object and purpose of this public relations consultancy agreement shall be
- 2.1.1. for D & M to render public relations services to the Government of Zimbabwe through publicizing in the United States, Canada, the European Union and any other country or international organisation agreed upon, the policies and activities of the Government of Zimbabwe and, subject to any specified restrictions, to lobby the Executive and/or Legislative branches of the governments aforesaid on behalf of the Government of Zimbabwe ;
  - 2.1.2. to analyse and evaluate relations between the Government of Zimbabwe and the aforesaid countries and international organisations, and on the basis of same, give periodic strategic advice to the Government of Zimbabwe . (Special analyses and advice shall be welcome at any time, but generally evaluations and advice shall be submitted to the Government of Zimbabwe on a 2 monthly basis).
  - 2.1.3. to enlist the experience, expertise and contacts of D & M with the business and investment communities in the aforementioned countries and international finance and humanitarian organisations to help create the awareness of

*Handwritten signature:*  
Amir Khan Mankhale

opportunity and sense of confidence that will be necessary to encourage business and financial institutions to invest their resources in Zimbabwe.

**CLAUSE THREE : MODUS OPERANDI**

- 3.1. D & M shall operate their lobbying services to maintain contacts with the aforesaid governments and international organisations in order to influence the creation of favourable policies to the Government of Zimbabwe and the elimination or prevention of policies and laws unfavourable to the Government of Zimbabwe .
- 3.2 D & M shall, to the extent allowed by the laws and regulations relating to lobbying on behalf of a foreign government, including registration and disclosure, exclusively conduct the aforesaid lobbying services to the best advantage of the Government of Zimbabwe .
- 3.3 D & M shall exert reasonable efforts to secure favourable publicity and/or favourable legislative and/or executive policies, as best they can on behalf of the Government of Zimbabwe . The Government of Zimbabwe shall cooperate fully with D & M by promptly furnishing all requested information.

**CLAUSE FOUR : MINIMUM PERFORMANCE TARGETS**

- 4.1 D & M shall cause the airing on international broadcasters every quarter, of at least one Zimbabwe friendly programme of at least 20 minutes duration during the currency of this contract.
- 4.2 D & M shall use their influence to cause meetings to be held between the Government of Zimbabwe and the United States Government officials and members of the business community, as follows :
  - 4.2.1 at least three State Department meetings with the Zimbabwe Government officials and
  - 4.2.2 at least four business meetings during the contract period.

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- 4.3 On investment, D & M shall indicate the success of their efforts by demonstrating that they have attracted substantial business/investment during the contract period.
- 4.4 D & M shall also use its expertise and influence to promote the export of Zimbabwean goods onto the markets of the aforesaid countries. Substantial exports by Zimbabwean companies are to be realised as a direct result of D & M's efforts.
- 4.5 D & M shall be welcome, after the March 2002 election, to make proposals, for the consideration of the Zimbabwe Government, for the restructuring of the Zimbabwean economy.

#### CLAUSE FIVE : NEWSLETTERS

- 5.1 D & M shall cause periodic newsletters to be published and circulated to the targeted people and international organisations in the aforesaid countries, aimed at promoting cultural, political, scientific, trade and economic relations with Zimbabwe.
- 5.2 D & M shall attach copies of the said newsletters to their periodic reports to the Government of Zimbabwe as proof of their effectiveness.

#### CLAUSE SIX : DISCRETION

D & M shall develop a series of guidelines within which they shall have the discretion to act on behalf of the Zimbabwe Government, but subject always to the specific instructions from the latter.

#### CLAUSE SEVEN : PAYMENT CLAUSE

- 7.1 The contract price shall be US\$225 000 - payable as follows :-
- 7.1.1. US\$100 000 - to be paid on the signing of the contract;
- 7.1.2 US\$50 000 - to be paid at the end of March 2002, which time coincides with the first major performance target of the March 2002 Presidential election.
- 7.1.3 US\$15 000 - to be paid monthly thereafter on the other performance targets

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*[Signature]*

being met.

- 7.2 D & M shall not make extraordinary out-of-pocket disbursements without prior consultation with the Government of Zimbabwe.
- 7.3 The contract price shall be paid into Chase Manhattan Bank ABA No: 021-000-021; Acct Name : William H SCHAAP, Attorney In Trust for DICKENS & MADSON (Canada) Inc. Account No. 694500993365 Branch: 204 W. 4<sup>th</sup> St, NY, N.Y10014

**CLAUSE EIGHT : PERFORMANCE BONUS**

- 8.1 D & M shall be eligible to receive a US\$20,000 - bonus, at the conclusion of the contract period should by that stage Zimbabwe be generally perceived internationally as being a peace loving and progressive member of the international community.
- 8.2 The pariah state label currently attached to Zimbabwe and the Zimbabwe Government should have disappeared, and one measure of success would be that Zimbabwe would have become eligible and acceded to the United States African Growth and Opportunity Act (AGOA) by the end of the contract period for the bonus to be payable.

**CLAUSE NINE : CONTRACT PERIOD**

This agreement shall be for a period of one year and may be renewed as agreed to between the parties.

**CLAUSE TEN : ENTIRE AGREEMENT**

The foregoing agreement as read with any other mutually agreed understanding

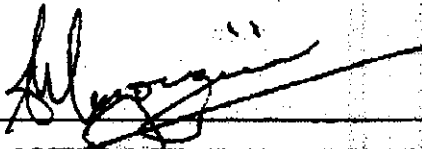
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constitutes the entire agreement between the parties, and any other representations or undertakings other than those expressly stated herein shall be null and void.

Thus agreed to and signed in Harare Zimbabwe this 10<sup>th</sup> day of January 2002.



for : DICKENS & MADSON (CANADA) INC.



for : GOVERNMENT OF ZIMBABWE

**ADDENDUM**

**MEMORANDUM OF AGREEMENT**

Between

**DICKENS & MADSON (CANADA) INC.,**

hereinafter referred to as "D & M", a company registered in CANADA in accordance with the laws of Canada, and whose business address is 310 Victoria, Suite 204, WESTMOUNT (MONTREAL), QUEBEC H3Z 2M9, CANADA, Telephone: (514) 483 - 3344, Fax : (514) 483 - 8467 and E-mail address is consult@dickensandmadson.com.

represented by AAI BPN-MPNASHP he being duly authorised, BY BOARD OF DIRECTORS

And

**THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE**  
represented by ELISHA MUDONZINI of PRESIDENT'S DEPARTMENT  
he being duly authorised

COMMUNICATIONS UNIT  
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**PRE-AMBLE**

WHEREAS D & M is a public relations consultant willing and able to provide public relations consultancy services to the Government of Zimbabwe;

AND

WHEREAS The Government of Zimbabwe is keen to procure the expert services of D & M as a public relations counsel, to advise the Government of Zimbabwe on

*AAI BPN-MPNASHP*  
*[Signature]*  
10 JAN. 2002

matters relating to public relations, working through the various media of communications with the view to securing greater goodwill for the Government of Zimbabwe, creating increased acceptance of the policies and activities of the Government of Zimbabwe and fostering the general prosperity of the Republic of Zimbabwe.

**NOW THEREFORE IT IS AGREED;**

**CLAUSE ONE : COMMENCEMENT OF THIS AGREEMENT**

This agreement shall commence upon its signature by both parties.

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- 2.1.2. to analyse and evaluate relations between the Government of Zimbabwe and the aforesaid countries and international organisations, and on the basis of same, give periodic strategic advice to the Government of Zimbabwe . (Special analyses and advice shall be welcome at any time, but generally evaluations and advice shall be submitted to the Government of Zimbabwe on a 2 monthly basis).
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finance and humanitarian organisations to help create the awareness of opportunity and sense of confidence that will be necessary to encourage business and financial institutions to invest their resources in Zimbabwe.

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**CLAUSE FOUR : MINIMUM PERFORMANCE TARGETS**

- 4.1 D & M shall cause the airing on international broadcasters every quarter, of at least one Zimbabwe friendly programme of at least 20 minutes duration during the currency of this contract.
- 4.2 On the political front, D & M shall directly influence, working with the Government of Zimbabwe, the pronouncement by the United States Government that ' the March 2002 Presidential election held in Zimbabwe was conducted freely and fairly, that the outcome reflects the will of the people of Zimbabwe and hence the resultant Government is legitimate', or words to that effect.

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- 4.3 D & M shall use their influence to cause meetings to be held between the Government of Zimbabwe and the United States Government officials and members of the business community, as follows:
- 4.3.1 at least three State Department meetings with the Zimbabwe Government Officials, and
- 4.3.2 at least four business meetings during the contract period.
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- 8.2 The pariah state label currently attached to Zimbabwe and the Zimbabwe Government should have disappeared and one measure of success would be that Zimbabwe would have become eligible and acceded to the United States African Growth and Opportunity Act (AGOA) by the end of the contract for the bonus to be payable.

**CLAUSE NINE : CONTRACT PERIOD**

This agreement shall be for a period of one year and may be renewed as agreed to between the parties.

*Handwritten signature: W. H. SchAAP*



**CLAUSE TEN: ENTIRE AGREEMENT**

The foregoing agreement as read with the Memorandum of Agreement correctly sets forth the understanding, and constitutes the entire agreement between the parties, and any other representations or undertakings other than those expressly stated herein shall be null and void.

Thus agreed to and signed in Harare Zimbabwe this 10<sup>th</sup> day of January 2002.

*Raymond Menasha*  
for : DICKENS & MADSON (CANADA) INC.

*[Signature]*  
for : GOVERNMENT OF ZIMBABWE