

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, DC. 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.

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 Howard Gee 6546 West 10760 North Highland, Utah 84003	2. Registration No. 5675
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3. Name of foreign principal Development Economic Western Switzerland	4. Principal address of foreign principal 2, Avenue de Gratta-Paille World Trade Center, Case postale 452 CH-1000 Lausanne 30
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify): <u>quasi-governmental entity</u>

Individual-State nationality _____

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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.

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.

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

Development Economic Western Switzerland is an umbrella organization, performing the initial economic development efforts of the Cantons of Vaud, Valais, Neuchatel and Jura, and working closely with the economic development offices of those Cantons in finalizing economic development projects that involve the creation by foreign (to Switzerland) companies of a corporate presence in that region.

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.)

Development Economic Western Switzerland ("DEWS") was created, originally, by the Cantons of Vaud and Neuchatel to create efficiencies in their respective economic development efforts. Upon seeing the success achieved by these efforts, the Cantons of Valais and Jura have since joined the organization.

DEWS was established by a mandate issued by these Cantonal governments; as such, it is probably appropriate to state that it is "owned" by the governments of the participating Cantons.

The Managing Director of DEWS reports to, and receives direction from, officials from the participating Cantons.

DEWS is financed, in whole, from the budgets of the participating Cantons

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
March 11, 2005	Howard Gee, US Representative	

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 Howard Gee	2. Registration No. 5675
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3. Name of Foreign Principal Development Economic Western Switzerland
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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.

PLEASE NOTE: while the attached Agreement is dated 31 December 2004, it was actually signed on January 29, 2005. I attempted to contact the Foreign Agents Registration Unit several times during the following week, leaving at least one voice mail message requesting additional information regarding how to complete these forms, but heard nothing until the week of March 7th. These forms are now being submitted with the clarifications I received after speaking with a representative of the Foreign Agents Registration Unit.

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

I contact companies in the States of Utah, Idaho, Montana, North Dakota, South Dakota, Wyoming, Colorado, Kansas, Oklahoma and Nebraska to discuss with them the programs, incentives and assistance offered through the DEWS organization to entities interested in establishing a presence in one of the four participating Swiss Cantons, and work with interested companies in helping them establish that presence. I work with other US-based representatives and with project managers located in Switzerland. The type of assistance rendered depends upon the needs and desires of the interested US company and the type of entity or presence it desires to establish in Switzerland.

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

See answer 7, above. Considerable travel, both in the US and to Switzerland, is involved.

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	Name and Title	Signature
March 11, 2005	Howard Gee, US Representative	

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Mr. Howard B. Gee
Gee & Pesci, PC
6546 West 10760 North
Highland, Utah 84003

Lausanne, December 31st, 2004/FS/bab

Service agreement

Dear Mr. Gee,

We refer to our meeting held in Lausanne on December 16th, 2004.

We confirm you hereby to grant you the following assignment :

1. The objective is to implement:

- in the Canton of Neuchâtel (on its whole territory, in particular in the district of Le Locle, la Chaux-de-Fonds, Val de Travers, Val de Ruz but also on the Neuchâtel's lake shore).
- in the Canton of Vaud (on its whole territory, in particular in the regions of Broye, Chablais, District of Oron, Pays d'Enhaut, Northern part of the Canton including 'Gros de Vaud' and the Valley of Joux, but also in the Lemanic area)
- in the Canton of Valais (on its whole territory, in particular in the regions of Haut-Valais, Valais Central, but also in Bas Valais).

Business services companies such as but not limited to : distribution, logistic, sale, world or European headquarters, holding companies, management consulting firms, companies specialized in banking and finance sector, and



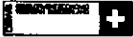
Industrial companies, in particular in the following sectors of activities :

- health care/life science
- food, nutrition and cosmetics
- microtechnology (precision mechanic manufacturing, electronic equipment, or a combination of both, machine-tools, robotic)
- new technologies such as Information Technology, TMT, etc
- software development
- environment, aeronautic, space
- etc.

2. Your assignment consists (i) of making contacts in a systematic way with a maximum of qualified and pre-selected companies ; (ii) of presenting the advantages of Switzerland as a base for implementing a new company or a subsidiary ; (iii) of ensuring a steady and intense follow-up in order to obtain and to maintain the establishment of new companies in the Canton of Vaud, Neuchâtel and Valais.

Your objective is to implement 5 to 10 new companies per year creating 30-60 to 120-240 jobs after 3 years.

3. The area of prospection is USA and mainly : Utah, Idaho, Montana, Wyoming, Colorado, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma. Prospects from other regions or countries are also welcome.
4. You will make sure that your other activities are compatible with the fulfilment of this assignment. In particular, you commit yourself not to engage, directly or indirectly, into activities which are competing with this assignment and this, for the whole duration of this agreement and for one year after its termination for any cause whatsoever.
5. You are not authorized to make communications of any kind to the medias (newspapers, radio, TV, internet, etc.) in relation with this assignment, without the prior and express authorization of DEWS.
6. You are not authorized to make any commitment or representation of any kind, whether financial or not, in the name or on behalf of DEWS to any third parties.



7. This assignment must be fulfilled by yourself personally. Some activities may be delegated or contracted to third parties, however only with the prior approval of DEWS.

8. As compensation for these activities, you shall receive from DEWS
 - lump-sum monthly fees amounting to \$ 6'000.-- (all taxes included) (\$ 72'000.--/year).
 - In addition to this lump-sum compensation, the expenditures made in relation to the fulfilment of this assignment, such as transport, meals, hotel accommodation, invitations, documentation, mailings, phone marketing, etc shall be refunded to you up to a maximum ceiling of \$ 24'000.-- (all taxes included) per year. (\$ 2'000.--/month)

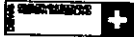
For this purpose, you shall send us your invoice monthly, together with a short report listing your activities and the companies that you contacted during the month as well as a detailed invoice for your expenditures, including a copy of the bills and other cash receipts that you claim for refund.

9. This agreement enters into force on 'date'. It can be terminated at any time by either party with a one month prior notice given by registered mail to the other party.

10. The termination of this agreement by DEWS does not have to be motivated and shall not give you any right to any kind of indemnity.

11. In case of termination, you agree to immediately remit to DEWS the lists of all companies contacted by you as well as all documents that are necessary to DEWS for pursuing these activities.

12. You, your partners, collaborators, employees and contractors are bound by the professional secrecy and are liable for observing the strictest confidentiality with regard to the activities and information related to this assignment. You are responsible that your partners, collaborators, employees and contractors abide by these obligations.



13. This agreement is governed by the laws of Switzerland exclusively, in particular the art. 394 and flw. of the Swiss Code of Obligations.
14. In case of dispute which cannot first be resolved amicably, it shall be decided by one arbitrator under the Arbitration Rules of the Vaud Chamber of Commerce and Industry, the headquarters of which is in Lausanne (Switzerland).

The arbitration seat shall be in Lausanne and the arbitration proceedings shall be held in the French language. The arbitration award shall be final and binding upon the parties.

We look very much forward to collaborating with you.

Kind regards.

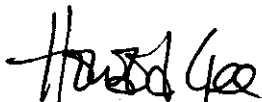
DEVELOPMENT ECONOMIC
WESTERN SWITZERLAND
DEWS



Francis Sermet
General Manager

Highland,

I, undersigned, hereby declare to accept this assignment and all its related terms



Howard B. Gee

Signed 1/29/05