

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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	Name of Foreign Principal
H. William Tanaka, d/b/a Tanaka Walders & Ritger	Electronic Industries Assn. of Japan

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.

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

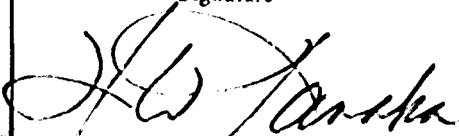
To provide necessary documentary materials, research service, guidance and other legal, economic and statistical assistance to Assn. in developing the necessary background and knowledge into the history of imports of consumer electronic products from Japan, legal and administrative proceedings brought by U.S. government agencies or private parties against such imports; to be available for consultation to assist in the development of such public relations program as proposed for the purpose of insuring its soundness both from a legal and factual standpoint.

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

See response to No. 4 above

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.

Date of Exhibit B	Name and Title	Signature
October 12, 1978	H. Wm. Tanaka, Attorney	

^{1/} 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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AGREEMENT BETWEEN

ELECTRONIC INDUSTRIES ASSOCIATION OF JAPAN

AND H. WILLIAM TANAKA

RELATING TO COUNSELLING IN CONNECTION WITH

PUBLIC RELATIONS PROGRAM

This is an Agreement entered into between the Electronic Industries Association of Japan (hereinafter referred to as "Association") of Tokyo, Japan, and H. William Tanaka, Counselor at Law, (hereinafter referred to as "Counsel"), of Washington, D. C. wherein Counsel agrees to perform the following services.

WHEREAS, Association desires to develop its U.S. public relations program, and

WHEREAS, Counsel desires to assist in development of the same.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Counsel will provide necessary documentary materials, research service, guidance and other legal, economic and statistical assistance to Association in developing the necessary background and knowledge into the history of imports of consumer electronic products from Japan, legal and administrative proceedings either in process or terminated which have been, or are being, brought by U.S. Government agencies or private parties against such imports; Counsel will further be available for consultation to assist in the development of such public relations program for the purpose of insuring its soundness both from a legal and factual standpoint.

2. In consideration of the services to be rendered by Counsel hereunder, Association agrees to pay Counsel an annual fee of \$15,000.00 (Fifteen Thousand U.S. Dollars) to be remitted within a reasonable time after execution of this Agreement.

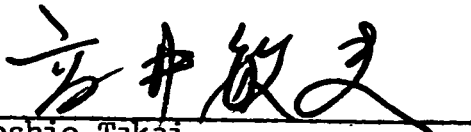
3. In addition to the lump-sum fee mentioned in Item 2 above, Association agrees to reimburse Counsel on an annual basis for all out-of-pocket expenses incurred by him in the proper rendition of services to be rendered hereunder, such as long-distance telephone calls, travel expenses, if any, telexes and cables, etc.

This Agreement shall be for a one-year period and shall become effective on July 1, 1978. Thereafter, it shall be subject to renewal at the end of the first full year unless terminated by notice in writing by either party thirty (30) days before the termination of the full year or June 30, 1979.

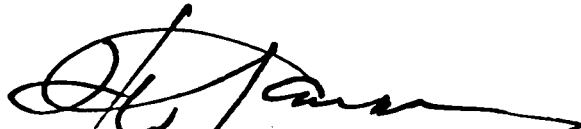
IN WITNESS WHEREOF, the parties have hereunto signed, sealed, and delivered this Agreement on the date written below.

ELECTRONIC INDUSTRIES ASSOCIATION
OF JAPAN

H. WILLIAM TANAKA



By: Toshio Takai
Executive Vice President


Counselor at Law

Date:

Date: October 10, 1978