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OMB No. 1124-0006; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. 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 in print and online at: http://www.fara.gov.

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, Counterespionage Section, National Security 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 and Address of Registrant	2. Registration No.
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Japan Prime Minister's Office	2-3-1 Nagata-cho Chiyodaku, Tokyo 100-0014

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

- ☒ Government of a foreign country [1]
- ☐ 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

Office of Global Communications, Prime Minister's Office

b) Name and title of official with whom registrant deals

Mr. Naoyuki Watanabe, Cabinet Official

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

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
September 21, 2016	Jeffrey A. DeCatsye / Compliance Specialist	/s/ Jeffrey A. DeCatsye eSigned

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Washington, DC 20530

Exhibit B to Registration Statement Pursuant to 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. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. 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 in print and online at: http://www.fara.gov.

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, Counterespionage Section, National Security 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	2. Registration No.
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal

Japan Prime Minister's Office

Check Appropriate Box:

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.

Provide media relations for the Government of Japan for their global communication activities surrounding international conferences and events.

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

- Build Government of Japan's reputation by providing communications to support activities and secure partnerships
- Manage and coordinate media to promote Government of Japan's global communication activities at international events and projects

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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
September 21, 2016	Jeffrey A. DeCatsye / Compliance Specialist	/s/ Jeffrey A. DeCatsye eSigned

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.

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[stamp: Revenue Stamp Government of Japan 60,000 yen]

[seal: (illegible)]

Edelman [Logo]

Outsourcing Agreement

[seal: illegible]

NTT Advertising Inc. (hereinafter "Party A") and Edelman Japan (hereinafter "Party B") agree to the below on the date at the end of this Agreement hereby concluded concerning outsourcing from Party A to Party B.

Also, the period of this Agreement shall be from 08/01/2016 to 03/31/2017.

Article 1 (Details of the PR Services)

1. Party B shall continuously provide to Party A the below noted PR services (hereinafter "the Services"). Party B shall plan programs and strategies toward achievement of the PR goals that Party A strives for. Also, Party B shall provide appropriate advice to Party A concerning the PR activities provided under this Agreement and shall make its utmost efforts to improve the corporate value and profit of Party A.

<PR Services>

Chief Cabinet Secretary Public Relations Office Overseas Public Relations Manager Strategic Overseas Public Relations using PR

- Preparation of regular SNS transmission contents
- Preparation of SNS transmission contents for concentrated transmissions
- Preparation of advertising materials
  (However, SNS contents advertising expenses shall be decided separately.)
- Preparing updated versions of the Abenomics booklet
- Measuring the effectiveness of concentrated transmissions
- Measuring the effectiveness of annual policies

[seal: illegible]

Article 2 (Compensation for the Services)

1. As compensation for the Services provided by Party B, Party A shall pay to Party B a total of 89,623,800 yen (not including consumption tax).
2. If there are changes in the instructions from Party A to Party B, or if there are marked overruns in the work time required to perform the Services due to circumstances that Party B cannot control, Party A shall agree to revise the compensation total designated in the previous paragraph.
3. The payment obligation of Party A in Paragraph 1 occurs with the issuance of an invoice by Party B. Party A shall remit payment as compensation for the Services within 60 days from the date such services were received to a bank account within Japan previously designated by Party B to Party A. Party A shall bear the expenses required for payment including remittance fees. If Party A does not make payment even after 60 days, Party B can invoice Party A the invoice total plus 1.5% monthly interest as a late fee. If Party A does not make payment even after 60 days from

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receipt of the invoice from Party B, Party B can suspend provision of the Services until such payment is made.

4. If the need arises for Party B to work on special events, projects or management of PR services (hereinafter "Special Event Services") not included in the Services in Article 1, Party B can invoice Party A for compensation separate from that for the Services as compensation for the Special Event Services. Before beginning the Special Event Services, Party B shall submit to Party A a quote for compensation for these Services as well as expenses paid to third parties other than Party B and shall receive written permission from Party A before beginning the Special Event Services.

Article 3 (Expenses)

When Party B performs the Services, it shall in principle bear the burden of expenses owed to third parties. However, if a large amount of expenses is required for Special Event Services and other matters not included in compensation for the Services due to request from Party A, this shall be decided by separate discussion.

Article 4 (Confidentiality)

1. Party A and Party B shall specify confidential information obtained from the other party in the course of performance of the Services and maintain the confidentiality of all information and documentation with a confidential information notation regardless of whether it is written documentation or other physical media or electronic records or methods including electronic files or emails. Along with taking reasonable measures to limit usage and perusal to parties with the need to know this information and documentation for the performance of this Agreement, there shall be no disclosure, leakage, provision or allowance of usage to third parties without the prior written permission by Party A.
2. Notwithstanding the provisions of the previous paragraph, Party A and Party B agree to not handle information and documentation falling under any of the below conditions as confidential under this Agreement.
   (1) That which became publicly known by means other than the negligence or violations of the obligation to confidentiality of the party receiving the information or documentation
   (2) That which was already legally known by the party receiving the information or documentation without limitations on disclosure
   (3) That which was created or obtained independently by the party receiving the information or documentation without violating this Agreement
   (4) When there is an obligation for disclosure under the law or judicial proceedings
   (5) When there is written permission for disclosure from the provider
3. The obligation to maintain confidentiality provided in this Article shall remain in effect for three years after the conclusion or cancellation of the term of this Agreement.

Article 5 (Intellectual Property Rights)

1. Party B shall not perform any searches, including trademark or patent searches, to confirm whether documentation prepared or provided by Party B or part thereof possibly violates the rights of third parties, excluding when such is incorporated in a budget and paid for by Party A. Party A shall be responsible for such searches and confirmations.

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2. This Agreement shall not forbid or limit in any way the usage of materials that Party B obtained from third parties by means of usage permission.

Article 6 (Exemptions)

1. Party A shall bear responsibility for determining the information, statements and documentation concerning itself and its products or services to be accurate and complete. In performing services for Party A, Party B attests and guarantees that it possesses all intellectual property rights required for the usage, publication and distribution of the information, statements and documentation for purposes including editing and reproduction.
2. Party A shall protect and compensate Party B from liability, lawsuits, claims, damages, decisions or expenses (including reasonable lawyer fees or expenses) caused by or occurring in relation to any of the below items or against or from any third parties, and Party B shall not incur any damages.
   (1) Including violations of this Agreement, acts of acts of negligence concerning this Agreement
   (2) When there are claims of violation or unfair use of intellectual property rights or exclusive rights including copyrights, trademarks, patents or company secrets concerning information, statements or documentation (including notations subject to these intellectual property rights) prepared by or provided by Party A or that Party A has instructed Party B to use, violation of privacy or image rights or defamation of character (not limited to these).
   (3) Information, statements and documentation approved by and prepared for Party A (including notations subject to these intellectual property rights).
   (4) Product liability, personal injury, death or property damage caused by or in relation to the products or services of Party A
   (5) Illegal acts due to the willful behavior or negligence of Party A

Article 7 (Employment)

Neither Party A nor Party B shall hire staff who are employed by the other party either at that time or within the past six months either directly or indirectly without the approval of the other party during the period of this Agreement or within one year of its termination.

Article 8 (Cancellation)

Under normal conditions, both Party A and Party B can cancel this Agreement in writing no less than 60 days beforehand by making notification of such intent.

Article 9 (Governing Law and Agreed upon Jurisdiction)

1. This Agreement shall be governed and interpreted by Japanese law.
2. All legal proceedings occurring due to disputes regarding this Agreement shall have the Tokyo District Court as the agreed upon court of first jurisdiction.

Article 10 (Completeness of the Agreement)

This Agreement contains all that was agreed upon between the concerned parties regarding the outsourcing and it replaces all oral and verbal agreements exchanged between the concerned parties before this Agreement. Changes herein shall be conducted in writing with the signatures of both parties.

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In witness of the establishment of this Agreement, two copies have been made, with both Party A and Party B affixing their signatures and seals and retaining one copy each.

08/01/2016

Party A
NTT Advertising Inc.
3-1-1 Kami-Osaki, Shinagawa Ward, Tokyo
Toshiharu Hasebe, President & CEO
[seal: (illegible)]

Party B
Edelman Japan
Izumi Garden Tower 10F
1-6-1 Roppongi, Minato Ward, Tokyo
Ross John Rowbury, President
[seal: Edelman Japan (illegible)]

[seal: (illegible)]

[seal: Edelman Japan (illegible)]

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City of New York, State of New York, County of New York

I, Daniel McDonald, hereby certify that I am competent to translate from Japanese to English and that the attached translation is, to the best of my knowledge and belief, a true and accurate translation of the following documents from Japanese to English:

NTT Ad_agreement 20160801

DM

Daniel McDonald

Daniel McDonald

Sworn to before me this
9/19/16

Vivian Palacios

Signature, Notary Public

VIVIAN PALACIOS
Notary Public, State of New York
No. 01PA6154099
Qualified in New York County
Commission Expires Oct. 20, 18

Stamp, Notary Public

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