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OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

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 https://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: https://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: https://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, Counterintelligence and Export Control 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.
MSLGROUP Americas, Inc. d/b/a Qorvis MSLGROUP d/b/a Qorvis Communications	5483

3. Name of Foreign Principal

Dentsu Public Relations Inc. (which provides services for the Office of the Prime Minister of Japan).

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.

See attached contract.

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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.

Registrant will provide public relations services, including media outreach, in connection with "Walk in U.S., Talk on Japan" tours, and similar tours outside the United States on behalf of its client, Dentsu Public Relations Inc., in connection with services provided by the client to the Office of the Prime Minister of Japan.

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 response to question 8.

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
November 30, 2018	Jonathan Nicholas, VP, Director of Finance	/s/ Jonathan Nicholas 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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Qorvis MSLGroup
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1201 Connecticut Ave, NW
Suite 500
Washington, DC 20036

November12, 2018

Denstu Public Relations Inc.
35th Floor, Higashi Shimbashi
1-5-2, Minato-ku, Tokyo 105-7135
JAPAN

Dear Hikaru Haga:

MSLGROUP Americas, Inc., d/b/a Qorvis Communications ("Qorvis") is delighted to provide public relations services to **Dentsu Public Relations Inc.** ("Client"). In this letter (the "Scope of Work"), we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "you" and "yours" refer to Client.

1. As part of our Scope of Work, we will provide services on behalf of Client as described in Exhibit A. These services will be performed in the United States.

2. The services to be provided hereunder shall be governed by the terms and conditions of the Business Collaboration Agreement between MSLGROUP and Dentsu Public Relations effective as of November 22, 2016. In the event of a conflict between the terms hereof and the terms set forth in the Business Collaboration Agreement, the terms hereof shall govern.

3. This Scope of Work will begin on November 19, 2018 and will continue through December 31, 2018. This Scope of Work may be terminated by either party upon thirty (30) days prior written notice to the other party. You will remain liable for all fees and expenses incurred by Qorvis on your behalf through the date of termination. Such fees and expenses shall include payments prorated on a monthly basis over the term of this Scope of Work plus approved out-of-pocket expenses.

4. We will bill you as follows:

   (a) Client will submit payments as described in Exhibit A. Qorvis will submit bills for out-of-pocket expenses on a monthly basis. Out-of-pocket expenses include those for travel, production, printing, stock imagery, stock video footage, air and ground charges, accommodations and meals or other significant pass-through costs. You will be billed for reasonable administrative expenses incurred by Qorvis, including, but not limited to, long-distance telephone and conference call charges, photocopying, FedEx charges and general office supplies.

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(b) Copies of our bills will be sent directly to you and can be remitted by any of the following means:

Please remit to:	Courier/Express Mail:	EFT Instructions:
Publicis Communications Collection Account f/b/o MSLGROUP Americas, Inc. 13273 Collections Center Drive Chicago, IL 60693	Bank of America Lockbox Services 13273 Collections Center Dr. Chicago, IL 60693	Account Name: Publicis Communications Collection Account f/b/o MSLGROUP Americas, Inc. Account Number: [redacted] Routing/Transit (Wires): [redacted] Routing/Transit (ACH) [redacted] SWIFT: [redacted] Bank of America 100 33rd St West New York, NY 10001

(c) Overdue payments shall accrue interest at a monthly rate of 1.5% or the maximum allowed by law, whichever is less. Interest shall accrue on a daily basis from the date payment becomes due until Qorvis has received payment of the overdue amount together with all accrued interest. Overdue payments are payments received by Qorvis thirty (30) days or more from the date the invoice was submitted to Client.

5. Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services and industry which Client furnishes to Qorvis. It will be the Client's responsibility to review all advertising, promotional, publicity and other materials prepared by Qorvis under this Scope of Work to confirm that representations with respect to Client's organization, products, services and industry are accurate and supportable by competent and reliable tests or other objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions of Client's organization, products, services and industry and competitive products and services. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of, form of, or manner of use of news material by any news organization.

6. Client shall reimburse Qorvis for costs and expenses (including reasonable attorneys' fees and costs) incurred by Qorvis resulting from any third-party investigation of the acts or practices of Client including, without limitation, any costs or expenses related to compliance with any third party subpoena or other discovery request.

7. This Scope of Work and the documents referred to in them will be governed and construed in accordance with the laws of the District of Columbia without regards to any conflicts of law provisions. This Scope of Work and the documents referred to in it contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of this Scope of Work, whether written or oral. The parties acknowledge that neither of them has relied upon any presentation, written or oral, of any person but only as expressly set out in this Scope of Work.

8. This Scope of Work may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Scope of Work.

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Washington, DC 20036

The signing parties hereto acknowledge that they have received and reviewed this document's terms and conditions. This Scope of Work shall become effective upon the signatures of both parties.

By: **MSLGROUP Americas, Inc., d/b/a Qorvis Communication**

Jonathan Mackey, VP, Director of Finance

By: **Michael J Petruzzello, President**

11.27.2018

Date

By: Denstu Public Relations Inc.

Hikaru Haga, Consultant

Hikaru Haga, Consultant

11.29.2018

Date

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Exhibit A

Scope of Work

Qorvis will provide following services in connection with Dentsu Public Relations' "Walk in U.S., Talk on Japan, Talk on Japan" tours.

- Suggestions for region-specific media strategy (email/phone based)
- Media outreach services, including pitching local journalists with tour/delegates information and coordinating interview/media attendance logistics
- Development of initial long-list of target media, based on each region (included as a separate file)
- Daily updates (starting two to three weeks prior to each trip until the end of each trip) on contact status with journalists
- Media profiles on media which would conduct interviews
- Backgrounders on journalists who would conduct interviewers, with potential questions/topics of interest for selected journalists
- Wrap-up report for each delegation group (1 report per delegation, 4 reports in total)

The current schedule for the tours is expected to be as follows:
Tour 1 – September 30-October 6 (Colorado, Illinois, Ontario)
Tour 2- December 9 – December 16 (Arkansas, Georgia, New Jersey)

Dentsu Public Relations will provide changes/updates to tour schedule, ensure media training of tour attendees, and will coordinate all tour logistics.

The fee for the services hereunder is $13,000, exclusive of taxes and expenses, which will be invoiced upon completion of the services.

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