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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.
Mercury Public Affairs, LLC	6170

3. Name of Foreign Principal

Consulate General 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.

Please see attached contract. Registrant has been engaged to assist the Foreign Principal with gathering information about local, state, and federal politics in New Jersey and analyzing and interpreting political data. Registrant will also assist Foreign Principal with arranging meetings with elected officials at the local, state, and federal levels, formulating pitches and communications with elected officials, and presenting Foreign Principal's perspective to elected officials in the spirit of sharing information.

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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.

Please see attached contract. Registrant has been engaged to assist the Foreign Principal with gathering information about local, state, and federal politics in New Jersey and analyzing and interpreting political data. Registrant will also assist Foreign Principal with arranging meetings with elected officials at the local, state, and federal levels, formulating pitches and communications with elected officials, and presenting Foreign Principal's perspective to elected officials in the spirit of sharing information.

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.

Please see attached contract. Registrant has been engaged to assist the Foreign Principal with gathering information about local, state, and federal politics in New Jersey and analyzing and interpreting political data. Registrant will also assist Foreign Principal with arranging meetings with elected officials at the local, state, and federal levels, formulating pitches and communications with elected officials, and presenting Foreign Principal's perspective to elected officials in the spirit of sharing information.

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
August 24, 2018	Michael McKeon, Partner	/s/ Michael McKeon 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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Mercury.

CONSULTING SERVICES AGREEMENT

Consulate General of Japan (New York) ("Client") hereby enters into this consulting services agreement ("Agreement") effective as of July 23, 2018 ("Effective Date") to retain **Mercury Public Affairs LLC**, a New York limited liability company having a business address at 200 Varick Street, Suite 600, New York, NY 10014 ("Consultant"), as an independent contractor to perform the services described herein.

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render strategic and consulting services of interest to the Client.

2. Payment Terms. Client and Consultant agree that Client shall pay and Consultant shall be entitled to receive $2,467.74 for 9 days in July 2018 (on a pro-rata basis) and $8,500 per month for the eight month duration from August 1, 2018, to March 31, 2019 of this contract ($70,467.74 in total). In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses will only be incurred with the approval of the Client. Finally, Consultant agrees to provide a brief monthly report and attach it to an invoice when Consultant submits its invoices to Client.

3. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until March 31, 2019 (the "Term").

4. Confidential Information/Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

5. Non-Exclusive/Performance. Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.

6. Indemnification. Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents.

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7. Mechanics of Indemnity. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action.

8. Publicity. Client shall not use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval.

9. Compliance. Mercury Public Affairs, LLC will comply with the provisions of all federal, state and local laws, regulations and requirements pertaining to the performance of services under this contract.

10. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.

11. No Liability of Consultant. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.

12. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that its terms shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents and attorneys of all parties have participated in its preparation.

13. Choice of Law. The rights and obligations of the parties under this Agreement shall be determined under the internal Laws of the State of New York without reference to State Choice of Law principles, regardless of the laws of the place of residence or business of any party or of the place where the services required hereunder are rendered.

14. Choice of Venue. Venue is appropriate at the Supreme Court of the State of New York, County of New York.

15. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

16. Entire Agreement. This Agreement contains the entire agreement of the parties, and any prior understandings of the parties are merged herein. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

17. Modification by Subsequent Agreement. This Agreement may be modified by a subsequent agreement of the parties only through a formalized writing, signed by all parties. Oral agreements, unsigned writings and electronic correspondence are expressly disclaimed as valid instruments for modification of this Agreement.

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18. Captions for Convenience. The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement.

19. Execution Through Counterparts. This Agreement becomes effective once all the signatures are gathered. This Agreement may be executed in multiple counterparts, each of which shall be deemed original, but those counterparts together shall constitute one and the same instrument.

20. General.

(a) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(b) Notwithstanding any provision to the contrary in this Agreement, in no event shall Consultant be liable to Client (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by Client for the Services.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury Public Affairs LLC.

Name: Michael Rhee

Title: Partner

Date: 7 / 23 / 2018

Consulate General of Japan (New York)

Name: Koji Abe

Title: Deputy Chief of Mission & Deputy Consul General

Date: 7 / 23 / 2018

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