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OMB No. 1124-0004; Expires July 31, 2023

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .32 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, FARA 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 Number
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. What is the date of the contract or agreement with the foreign principal? 04/25/2022

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

Please see the attached contract. Registrant's services include gathering information about local, state, and federal politics in New Jersey and New York and analyzing and interpreting political data. Registrant also assists the foreign principal with arranging meetings with elected officials, formulating pitches and communications with elected officials, and presenting the foreign principal's perspective to elected officials in the spirit of sharing information.

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

Please see the attached contract. Registrant's services include gathering information about local, state, and federal politics in New Jersey and New York and analyzing and interpreting political data. Registrant also assists the foreign principal with arranging meetings with elected officials, formulating pitches and communications with elected officials, and presenting the foreign principal's perspective to elected officials in the spirit of sharing information.

10. 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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Please see the attached contract. Registrant's services include gathering information about local, state, and federal politics in New Jersey and New York and analyzing and interpreting political data. Registrant also assists the foreign principal with arranging meetings with elected officials, formulating pitches and communications with elected officials, and presenting the foreign principal's perspective to elected officials in the spirit of sharing information.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Not applicable

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name		Signature	
April 28, 2022	Leonardo Dosoretz	Sign	/s/ Leonardo Dosoretz	eSigned
		Sign		
		Sign		
		Sign		

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Mercury.

CONSULTING SERVICES AGREEMENT

Consulate General of Japan (New Jersey) ("Client") hereby enters into this consulting services agreement (the "Agreement") effective as of April 01, 2022 (the "Effective Date") to retain **Mercury Public Affairs, LLC** ("Consultant"), as an independent contractor to perform the services described herein. Client and Consultant may each be referred to herein as a "Party", or together as the "Parties".

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

2. Payment Terms. The Parties agree that Consultant shall be entitled to receive $8,000 per month during the Term (defined below). The Parties also agree that Consultant will submit to Client a final report for Client in the final month of this Agreement (March 2023). In addition, Client agrees to reimburse Consultant for reasonable and customary expenses incurred and properly documented in providing the Services. Such expenses will only be incurred with the approval of the Client.

3. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until March 31, 2023 (the "Term").

4. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client, and Consultant will not hold itself out as such an agent or employee, except as otherwise contemplated by Consultant's Services registered under the Foreign Agents Registration Act ("FARA"). Notwithstanding the foregoing, Consultant acknowledges and agrees that Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

5. 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.

6. No Exclusivity; 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

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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.

7. 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 reasonable attorneys' fees, arising out of or resulting from any negligence, gross negligence, or willful misconduct by the indemnifying party, its employees, officers, directors, or agents. 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. Neither Party shall use the other Party's name, logo, trademarks, or service marks in any advertising, publicity releases, or any other materials without such Party's prior written approval.

9. Compliance. Consultant will comply with the provisions of all federal, state, and local laws, regulations, and requirements pertaining to the performance of Services.

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 Party and any attempt to do so will be void.

11. No Liability of Consultant. Consultant shall bear no liability to Client for losses or damages 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 shall be reviewed 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.

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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 both Parties. Oral agreements, unsigned writings, and electronic correspondence are expressly disclaimed as valid instruments for modification of this Agreement.

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 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.

(c) Any notice in connection herewith will be in writing, sent per the contact information on Schedule 1 attached hereto, and either delivered personally, mailed by certified mail (postage prepaid), or sent via email. Notice will be deemed given when delivered personally, if mailed—72 hours after the time of mailing, or if by email—24 hours after an email is sent.

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

CONSULTANT:
Mercury Public Affairs, LLC

By: Michael Soliman

Name: Michael Soliman

Title: Partner

Date: 4/25/22

CLIENT:
Consulate General of Japan

By: 松本 太

Name: Futoshi MATSUMOTO

Title: Deputy Chief of Mission

Date: April 1, 2022

[SIGNATURE PAGE TO 04/01/2022 CONS. OF JAPAN SERVICES AGREEMENT]

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SCHEDULE 1

Contact Information

Consultant:
Mercury Public Affairs, LLC
509 Guisando de Avila
Suite 100
Attn: Bibi Rahim
Phone: 813-908-1380
Email: DASAccounting@mercuryllc.com

Client:
Consulate General of Japan
Attention: Tatsushi Ryosenan; Haruna Maki
299 Park Avenue
19th Floor
New York, NY 10171
Phone: 917-301-8656
Email: tatsushi.ryosenan@mofa.go.jp
haruna.maki@mofa.go.jp

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