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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
Prime Policy Group	6377

3. Name of Foreign Principal
Ministry of Foreign Affairs of Japan Embassy

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? 08/25/2023

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

The contract agreement is extended through March 31, 2024 for a total of $240,000, with monthly retainers of $22,500. All other terms remain the same.

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

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

Provide strategic advice and counsel on public policy issues, political advice and counsel, and monitor Congress and the Administration.

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.

Provide strategic advice and counsel on public policy issues, political advice and counsel, and monitor Congress and the Administration.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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.

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

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Date	Recipient	Purpose	Amount/Thing of Value

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.

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

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
08/28/2023	Abbi Sothmann	/s/Abbi Sothmann

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

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
8/15/2023	Abbi Sothmann	

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

PRIME POLICY GROUP

1801 K Street NW
Suite 9000
Washington, DC 20006
TEL (202) 530 0500
prime-policy.com

CONSULTING AGREEMENT

THIS AGREEMENT, made this 25th day of August, 2023, between Prime Policy Group, a division of Young and Rubicam, a Delaware corporation, having an office at 1801 K Street NW, Suite 9000, Washington, DC 20006 and the Embassy of Japan ("Client"), having an office at 2520 Massachusetts Avenue NW, Washington, DC 20008.

WHEREAS, Prime Policy Group has extensive experience, knowledge and expertise relating to the fields of public affairs and government relations and;

WHEREAS, Client is desirous of retaining Prime Policy Group to perform services as described below and to render such services to Client;

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. SERVICES

Prime Policy Group will render professional services to Client. If necessary to perform services requested by Client, Prime Policy Group may also utilize the services of its parent company, and affiliates ("Partners") in the rendering of services. Said services shall include:

A. Strategic advice and counsel on public policy issues (domestic and foreign);

B. Monitoring and intelligence gathering related to client issues and objectives as directed to achieve client's policy goals;

C. Political advisory and counsel; and

D. Executive Branch monitoring, liaison and advocacy.

2. FINANCIAL TERMS

A. The retainer for services provided pursuant to this agreement shall be a total of $240,000 and shall be billed in equal monthly retainers of $20,000. The total retainer budget is divided evenly for billing purposes only. It is understood that the actual value of services per month may vary based on the specific services needed in each month.

B. Expenses such as, postage, messenger, long distance telephone charges, travel and related expenses and 3rd party vendor invoices will be billed in addition to the fees.

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

3. BILLING TERMS

A. The first month's retainer of $20,000 will be invoiced to you immediately and must be paid prior to the commencement of services. Thereafter, by the 1st of each month Prime Policy Group will send you an invoice for that month's retainer.

B. Expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis (e.g. telephone, fax, courier, client related publications, transportation etc.). Supporting documentation will be available for review at your request.

C. Payments must be made via one of the two options below:

By Check Remit To:
Prime Policy Group LLC
PO Box 101880
Atlanta, GA 30392-1880

By Wire Transfer Remit To:
Beneficiary Bank: Wells Fargo Bank, N.A.
Account Name: Prime Policy Group
Bank Address: 420 Montgomery Street, San Francisco, CA 94101
Account #: 2079900145531
ABA Routing #: 121000248
Swift Code: WFBIUS6S
Chips Code: 0407

Except as may otherwise be noted above, payment on all invoices is due within 30 days of each invoice date, unless advance payments to third parties are required. In the case of advance payments to third parties, you agree to pay us immediately upon presentation to you of any such third party invoice.

4. TERM AND TERMINATION

A. The initial term of this Agreement shall be from April 1, 2023 and March 31, 2024. This Agreement may be terminated by either party upon thirty (30) days prior written notice. This Agreement may be terminated by either party upon written notice to the other in the event of the other party's breach of any of the terms of this Agreement, which breach shall not have been remedied within ten (10) days of such written notice, In the event of termination, Client shall pay all fees, out-of-pocket expenses and administrative charges incurred up to the effective date of such termination.

B. Upon the effective date of the termination of this Agreement, all property or materials in Prime Policy Group's possession belonging to Client, pursuant to the terms of Section 5 herein,

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

shall be turned over to Client. The termination (howsoever arising) of Prime Policy Group's appointment shall be without prejudice to the Client's obligations to honor all sums due Prime Policy Group hereunder, including without limitation, the cost of contracts and commitments which Prime Policy Group has already entered into on the Client's behalf with suppliers, media owners or other third parties on behalf of Client and the Client shall assume and be responsible for all such commitments and contracts. The Client shall hold Prime Policy Group harmless from any losses, claims, damages, expenses (including reasonable attorney's fees and costs) or liabilities arising from the cancellation or termination of such commitments or contracts as a consequence of the termination of Prime Policy Group's appointment hereunder.

5. OWNERSHIP

A. Except for materials where intellectual property rights are vested in a third party, such as photographic negatives, unused design visuals, color separations, printing plates, artwork, etc., in which case such rights shall remain the property of such third party. All finished materials prepared for and on behalf of Client, and paid for by Client, that Client uses at least once prior to the termination hereof or which Client indicates in writing to Prime Policy Group during the term hereof as being specifically within the designated plans for adoption and exploitation by Client, shall be, as between Prime Policy Group and Client, Client's property exclusively and will be given to Client at Client's request or upon termination or expiration of this Agreement. All such materials not so used or designated shall be, as between Prime Policy Group and Client, Prime Policy Group's property exclusively.

B. Prime Policy Group undertakes to use all reasonable care in the handling and storing of the Client's materials but shall not be liable for loss, damage or destruction of such materials howsoever caused or for any other losses (consequential or otherwise) of any nature arising there from.

C. In purchasing materials or services on Client's behalf, Prime Policy Group will act as agent for Client and may state this relationship in contracts.

6. INDEMNIFICATION/LIMITATION OF LIABILITY

A. Client is responsible for the accuracy, completeness and propriety of the information that it provides to Prime Policy Group concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by Prime Policy Group under this Agreement to confirm that all representations, direct or implied, submitted to Client by Prime Policy Group for approval, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors. The Client will be responsible for ensuring that all required consents in respect of the use of all

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

intellectual property contained in any materials or data supplied by the Client to Prime Policy Group in relation to Prime Policy Group's services hereunder.

B. Client will indemnify and hold Prime Policy Group and its Partners harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that Prime Policy Group may incur or be liable for arising out of or in connection with any of the following: (i) any publicity or other materials prepared or placed by Prime Policy Group for Client, or other service performed by Prime Policy Group for Client (which were approved by Client);(ii) use of all intellectual property contained in any materials or data supplied by or at the direction of the Client to Prime Policy Group;(iii) any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death); (iv) allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party; or (v) Client's breach of its obligations under this Agreement.

C. Client's obligations under this Section 6 include payment by Client to Prime Policy Group for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by Prime Policy Group in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry to which Client does not object, served upon Prime Policy Group or any of its Partners that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

D. Prime Policy Group will notify the Client of Prime Policy Group's receipt of any notice or claim or demand or service of legal process involving any matter which the Client has agreed to hold Prime Policy Group harmless provided always that failure by Prime Policy Group to so notify the Client shall not prejudice in any way Prime Policy Group's right hereunder to be indemnified.

E. Prime Policy Group shall indemnify and hold Client harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses that Client may incur or be liable for as a direct result of the sole negligence or willful misconduct of Prime Policy Group or its employees.

F. Client acknowledges that after any materials or information to be communicated hereunder has been issued to the media or any other third party, its use and dissemination is no longer under Prime Policy Group's control. The Client further acknowledges that Prime Policy Group shall not be responsible for the accuracy of any information published by the media or any other third party. The Client agrees and acknowledges that in issuing information hereunder Prime Policy Group is acting solely as the agent of the Client.

G. The indemnity obligations of the Client hereinabove set forth shall be in addition to any liability Client may otherwise have and these obligations shall be binding upon and inure to

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

the benefit of any successors, assigns, heirs, and personal representatives of Client, Prime Policy Group and any other indemnified person.

H. In no event shall either party be liable for special, indirect, incidental, consequential, punitive or exemplary damages, including without limitation, lost profits or business or loss of data, even if such party has been advised of the possibility of such loss or damages. Except with respect to Client's payment obligations, neither party's liability under this Agreement shall not exceed the lesser of (a) amounts actually retained by Prime Policy Group as its fee for services with respect to which the claim is made in the prior 12 months and (b) $240,000. Each party will use commercially reasonable efforts to mitigate damages.

I. The terms and conditions of this Section 6 shall survive any termination of this Agreement.

7. CONFIDENTIALITY

A. Each party acknowledges that it will receive information relating to the other party which the disclosing party (the "**Disclosing Party**") regards as confidential. Such information includes information relating to the Disclosing Party's clients, customers, businesses, business plans or affairs, strategies, employee information and pricing ("**Confidential Information**"). Confidential Information shall include any document marked "Confidential", or any information which the receiving party (the "Receiving Party") has been informed is confidential or which it ought reasonably to expect the Disclosing Party would regard as confidential. Therefore, the Receiving Party, on behalf of itself and its employees, hereby covenants and agrees that it:

I. will exercise reasonable care and caution to keep confidential the Disclosing Party's Confidential Information;

II. will not disclose any of the Disclosing Party's Confidential Information to any person outside of the employment of the Receiving Party, unless to do so is required in connection with the performance of its services, and in such event the Receiving Party hereby agrees to advise said third parties of the confidential nature of said material;

III. will return to the Disclosing Party all such Disclosing Party's Confidential Information which is in a tangible form then in its possession or control at the termination of this Agreement, except that Prime Policy Group shall be entitled to keep evidence of its work product for purposes of complying with its obligations under this Agreement.

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

B. It is further agreed that Confidential Information shall not include the following:

I. information that is in the public domain at the time of disclosure to the Receiving Party or which enters the public domain through no fault of the Receiving Party or its employees;

II. information that is in the possession of the Receiving Party or its employees at the time of disclosure to the Receiving Party; and

III. information that the Receiving Party, or its employees, receive from a third party, and

C. Neither party shall be in breach of this Section 7 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

8. COMPLIANCE WITH LAWS

A. Prime Policy Group shall be responsible for making full and necessary disclosure of this agreement and the activities specified herein, pursuant to the requirements of the Foreign Agents Registration Act, 22 U.S.C. Section 611 et seq., the Lobbying Act, 2 U.S.C. Section 261 et seq., and similar statutes.

B. The parties hereto agree that Prime Policy Group is subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "Act") (relevant portions of which are attached hereto as **Attachment A**). The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for Prime Policy Group or Client.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from Prime Policy Group or Client, the parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party will give representatives designated by Prime Policy Group immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others Prime Policy Group may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation Prime Policy Group may conduct.

C. The parties hereto agree that in the event either shall hire or contract with any consultants or others to assist with fulfilling the terms of this Agreement, all such consultants or others shall execute and deliver the FCPA undertaking in the form attached hereto as **Attachment B**.

9. FORCE MAJEURE

Prime Policy Group shall not be liable for any loss, damage, injury or delay due to any cause beyond its control including (without prejudice to the generality of the foregoing expression) acts of government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, riots, civil commotion, acts of war, terrorism, malicious mischief or theft provided that if the services to be rendered hereunder shall be interrupted by such causes as aforesaid to a serious degree, the fee payable in respect of the period of such interruption shall be reduced by a reasonable amount to be negotiated by the parties in good faith.

10. NOTICES

Any notice or communication required to be given hereunder may be delivered personally, or sent by registered post or transmitted by facsimile to the Client at the address contained herein and to Prime Policy Group at 1801 K Street NW, Suite 9000, Washington, DC 20006, Attention: Abbi Sothmann and shall be deemed received within one (1) day if delivered by hand or transmitted by facsimile (as the case may be) and within two (2) days if sent by registered post.

11. NON-SOLICITATION OF EMPLOYEES

Prime Policy Group agrees not to solicit or hire the Client's employees, who are directly or indirectly involved in matters related to this Agreement for employment with Prime Policy Group, and the Client agrees not to solicit or hire Prime Policy Group's employees, who are directly or indirectly involved in matters related to this Agreement for employment with the Client, with effect from the time that this Agreement comes into force until one (1) year after the expiry of this Agreement. In the event that either Prime Policy Group or the Client

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

contravenes this Section 9, without obtaining the other party's prior written consent, such party will be liable to the other party for a one-time payment equal to 50% of the seduced employee's annual compensation.

12. CONSTRUCTION

This agreement shall be construed in accordance with and governed by the laws of New York. Any dispute arising out of this Agreement shall be adjudicated in the courts of New York, and Client hereby agrees that service of process upon it by registered or certified mail at its address set forth above shall be deemed adequate and lawful. The parties hereto shall deliver notices to each other by registered or certified mail (return receipt requested) at the addresses set forth below.

13. TITLES

Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

14. ENTIRE AGREEMENT

This Agreement represents the sole and entire agreement among the Parties and supersedes all prior contracts, agreements, negotiations, discussions, and understandings, whether oral or in writing, among the parties and/or their representatives. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the express written consent of the parties.

15. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile or .PDF signature shall be deemed an original for purposes of evidencing execution of this Agreement.

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this agreement as of the date specified below:

Accepted and agreed to by an authorized representative of:

Prime Policy Group
1801 K Street NW
Suite 9000
Washington, DC 20006

By: _____
Stefan L.B. Bailey
President and CEO

Date: 8/25/2023

By: _____
Rich Meade
Chairman

Date: 8/25/2023

Embassy of Japan
2520 Massachusetts Avenue NW
Washington, DC 20008

By: _____
Koichi Ai
Minister and Head of Chancery

Date: 8/25/2023

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

ATTACHMENT A

Provisions from the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2.

A. Prohibition

It shall be unlawful for any domestic concern, other than an issuer which is subject to section 78dd-1 of this title, or for any officer, director, employee, or agent of such domestic concern or any stockholder thereof acting on behalf of such domestic concern, to make use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to –

I. Any foreign official for purposes of --

   a. (1.) Influencing any act or decision of such foreign official in his official capacity, or (2.) Inducing such foreign official to or omit to do any act in violation of the lawful duty of such official, or

   b. Inducing such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such domestic concern in obtaining or retaining business for or with, or directing business to, any person;

II. Any foreign political party or official thereof or any candidate for foreign political office for purposes of --

   a. (1.) Influencing any act or decision of such party, official, or candidate in its or his official capacity, or (2.) inducing such party, official, or candidate to do or omit to do an act in violation of the lawful duty of such party, official or candidate,

   b. Inducing such party, official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such domestic concern in obtaining or retaining business for or with, or directing business to, any person; or

III. Any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official, to any foreign political party or official thereof, or to any candidate for foreign political office, for purposes of --

   a. influencing any act or decision of such foreign official, political party, party official, or candidate in his or its official capacity, of (2.) inducing such foreign official, political party,

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

party official, or candidate to do or omit to do any act in violation of the lawful duty of such foreign official, political party, party official, or candidate, or

b. Inducing such foreign official, political party, party official, or candidate to use his or its influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such domestic concern in obtaining or retaining business for or with, or directing business to, any person.

B. Exception for routine governmental action

Subsection (A.) of this section shall not apply to any facilitating or expediting payment to a foreign official, political party, or party official the purpose of which is to expedite or to secure the performance of a routine governmental action by a foreign official, political party or party official

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM

ATTACHMENT B

FCPA Undertaking

I _____, have been retained by Prime Policy Group (the "Company"), to assist the Company in its contract with _____, a corporation organized under the _____, whereby the Company would provide certain services for [ ].

In consideration of such retention, I hereby acknowledge that, at the Company's request, I have read and understand the relevant provisions of the Foreign Corrupt Practices Act applicable to Young & Rubicam Inc. and its subsidiaries and affiliates around the world, 15 U.S.C. §78dd-2, (the "Act") attached as Exhibit A and the Policies of Young & Rubicam on the Conduct of Business (the "Policies"). I will scrupulously adhere to them and will enforce compliance therewith by any individual I may direct or oversee in connection with my retention.

Moreover, I will not pay, and I will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his or its lawful duty or inducing him or it to exercise his or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the Company.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from the Company, I will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should I become aware of a possible violation of the Act or the Policies, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, I will give representatives designated by the Company immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others I may retain or direct in connection with my consultancy, to cooperate fully, with any inquiry or investigation the Company may conduct.

_____ _____

Signature Date

Received by NSD/FARA Registration Unit 08/28/2023 2:33:06 PM