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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
APCO Worldwide LLC	6582

3. Name of Foreign Principal
Consulate General of Japan in New York

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? 04/01/2022

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

Registrant and the foreign principal have entered into a new agreement to extend the period of performance for Registrant to provide strategic communications, media relations, and stakeholder engagement services within the United States. A copy of the new agreement is attached.

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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.

Registrant shall provide a mutually agreed amount of strategic communications, media relations, and stakeholder engagement services within the United States.

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.

The Registrant's activities will include communications on behalf of the foreign principal within the United States to media and other organizations.

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

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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 ☐ 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 in connection with activity on behalf of the foreign principal or transmitted monies to the 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 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.

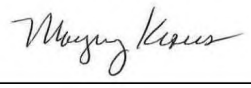
Date	Printed Name	Signature
04/08/2022	Margery Kraus	/s/Margery Kraus

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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
4/7/2022	Margery Kraus	

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MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
APCO WORLDWIDE LLC
AND
CONSULATE GENERAL OF JAPAN IN NEW YORK

THIS MASTER ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of April 1, 2022 ("Effective Date"), by and between APCO Worldwide LLC, with offices located at 135 Madison Avenue, New York, NY 10016 ("APCO") and Consulate General of Japan in New York, with offices located at 299 Park Avenue, Suite 19, New York, New York ("Client"), sets forth the parties' understanding pursuant to which APCO shall be engaged by Client.

I. SCOPE OF WORK

The scope of work of APCO's services hereunder (the "Services") shall be set out in Annexes to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by APCO and the payment terms for such Services, as well as any other details specified by the parties. Affiliates of either party may enter into Annexes pursuant to this Agreement. APCO undertakes to advise Client promptly should any adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex. Client shall give APCO written notice of any dispute with any service or deliverable within ten (10) days of receipt of such service or deliverable explaining in reasonable detail the reasons for such dispute or else such service or deliverable shall be deemed accepted. If APCO receives written notice of any dispute with a service or deliverable within such period, then a new ten (10) day period for review shall commence upon Client's receipt of the revised service or deliverable and if no written notice of any further dispute explaining in reasonable detail the reasons for such further dispute, then such revised service or deliverable shall be deemed accepted and such process shall repeat until the invoice is either accepted in writing or deemed accepted.

II. STAFFING

APCO shall assign staff members to perform the Services. Should any of the assigned employees be unable to perform the Services, APCO may substitute another similarly qualified staff member. APCO may, from time to time and in its discretion, augment the assigned staff as needed to perform the Services. Client may request changes in the staff after providing a reasonable explanation for the requested change.

In connection with the Services, APCO may employ the services of third-party consultants including, without limitation, attorneys, intellectual property search firms, accountants, vendors, subcontractors and suppliers (collectively, "Subcontractors").

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Unless pre-approved in writing by the Client, Client will not be responsible for paying for any Subcontractors in connection with Annex No. 1.

III. FEES AND DISBURSEMENTS

APCO shall provide the Services for the professional fees set forth in the applicable Annex.

Client is not obligated to pay any additional fees, except for additional work agreed upon separately.

Client shall reimburse APCO for actual, reasonable out-of-pocket expenses ("OOPs") incurred in APCO's performance of this Agreement, including, without limitation, expenses for Subcontractors, printing and production, special periodicals or other materials, production of collateral, filing fees, pay-for-use databases and travel, parking and meal expenses outside of New York City. All OOPs require Client's written approval.

The Client is not responsible for any taxes imposed on APCO's income, revenues, gross receipts, personnel, or real or personal property or other assets.

All invoices shall be submitted by APCO to Client at the end of each month and shall be due and payable within 30 days after receipt. APCO reserves the right to impose the rate determined by the Minister of Finance of Japan as prescribed in Article 8, Paragraph 1 of the Act on Prevention of Delay in Payment of Government Contracts (Act No. 256 of 1949) in respect of any invoice which is outstanding for more than thirty (30) days. APCO will invoice Client at Client's address in the introductory paragraph. Client shall send all invoicing instructions to APCO including, without limitation, providing an e-mail address or other electronic submissions instructions for APCO to send its invoices upon execution of this Agreement. Client shall give APCO written notice of any dispute with an invoice within ten (10) days of receipt of such invoice explaining in reasonable detail the reasons for such dispute or else such invoice shall be deemed undisputed. If APCO receives written notice of any dispute within such period, then a new ten (10) day period for review shall commence upon Client's receipt of the revised invoice and if no written notice of any further dispute explaining in reasonable detail the reasons for such further dispute, then such revised invoice shall be deemed undisputed and such process shall repeat until the invoice is either accepted in writing or deemed undisputed.

Should Client be in default with respect to payments due to APCO under this Agreement, APCO reserves the right to suspend some or all Services hereunder until arrangements satisfactory to APCO are received by APCO. Client shall pay all costs, including without limitation reasonable attorney's fees or collections agency fees and court costs, incurred by APCO in its attempts to collect any sums from Client that are over thirty (30) days past due.

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APCO and Client agree to review the fees of any applicable Annex if necessary and shall mutually determine, in good faith, whether any adjustments to the fees of any applicable Annex are needed. Any requested adjustment to the fees by either APCO or Client shall include a description, in reasonable detail, of the basis for any such adjustment.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall terminate on March 31, 2023; provided, however, that either party shall have the right to terminate this Agreement upon the giving of sixty (60) days' prior written notice to the other party. This Agreement may terminate immediately upon written notice by either party if the other party commits a material breach and does not correct such breach within 7 days of receipt of written notice explaining in reasonable detail such breach. In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all charges earned and/or incurred by APCO in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination.

V. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

Upon consultation with APCO, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex; provided, however, that any modification, cancellation, or suspension of any plans, schedules, work, or work in progress in excess of ten percent of the total professional fees under the applicable Annex shall require the Client to give sixty days' prior written notice of such change. In such event, APCO shall take proper steps to carry out such instructions. However, in such an event Client shall: (i) assume APCO's liability for commitments made to Consultants in respect of such work; and (ii) pay APCO, in accordance with the terms and provisions of this Agreement and the applicable Annex, any and all charges earned and incurred by APCO in connection with such work up to the time of its discontinuance, cancellation or modification.

B. General Indemnification

Each party shall indemnify the other party against any loss or expense (including, without limitation, reasonable attorneys' fees) which the indemnified party may incur as the result of any third party claim, suit or proceeding made or brought against such Indemnitee or in which such Indemnitee is asked to participate, arising from the material breach by the indemnifying party of any express representation or warranty in this Agreement or the gross negligence or willful misconduct of the indemnifying party in connection with this Agreement , except for losses or expenses that result from the indemnifying party's negligence or willful misconduct. Each party will cooperate with the other party in the event that the other party is sued by a third party or asked to participate in any third party suit if such claims reasonably fall within the scope of this indemnification.

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C. Confidentiality

During the term of this Agreement and thereafter, APCO shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to APCO by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by APCO from Client, or any of its affiliated companies, or created in the course of this Agreement.

APCO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that APCO shall have the right to disclose Client's name and the general nature of APCO's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that APCO can show that the relevant information:

(i) was at the time of receipt already in APCO's possession;
(ii) is, or becomes in the future, public knowledge through no fault or omission of APCO;
(iii) was received from a third-party having the right to disclose it; or
(iv) is required to be disclosed by law.

APCO shall file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA"). Client will cooperate with filings and disclosures as are necessary under FARA.

D. Non-Solicitation

Until the first anniversary of the termination of this Agreement, Client shall not, without APCO's prior written consent, directly or indirectly, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by APCO or a consultant of APCO that performed any services in connection with this Agreement. Client acknowledges that the specialized nature of APCO's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon APCO and that APCO shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder. If Client violates the terms of this paragraph, then, in addition to APCO's other rights and remedies, Client shall pay to APCO the sum of (i) in the case of an employee, thirty five percent of the employee's annual total compensation or (ii) in the case of a consultant, thirty five percent of the consultant's annual total compensation from APCO. Client acknowledges and agrees that in the event of a breach, it would be difficult to calculate actual damages,

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and accordingly, the sums outlined in this paragraph are fair and reasonable estimates of what APCO's actual damages would be as a result of a breach and that these sums are not a penalty. In the event that any provision of this paragraph is found by a court of competent jurisdiction to exceed the time, geographic or other restrictions permitted by applicable law, then the court shall have the power to reduce, limit or reform (but not to increase or make greater) such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable in its reduced, limited or reformed manner; provided, however, that a provision shall be enforceable in its reduced, limited or reformed manner only in the particular jurisdiction in which a court of competent jurisdiction makes such determination. In addition, the parties agree that the provisions of this paragraph shall be severable in accordance with the terms of this Agreement.

E. Limitation of Liability

Neither party will be liable for consequential, indirect or punitive damages (including lost profits or savings) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. For the avoidance of doubt, the limitation of liability in this paragraph does not apply to the indemnity obligations in this Agreement.

F. Force Majeure

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

G. Performance of Third-Party Consultants, Subcontractors and Suppliers

APCO shall endeavour in good faith to guard against any loss to Client through the failure of Subcontractors execute properly their commitments under this Agreement. APCO shall be liable for any actual, out-of-pocket direct damages caused by the negligence or willful misconduct of any Subcontractors.

H. Exclusion of Liability caused by Political or Regulatory Decisions

APCO shall not be held responsible for and shall not be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

I. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF NEW YORK) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY,

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CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE, AND REMEDIES.

J. Dispute Resolution Procedure

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity, or enforceability thereof ("Dispute"), shall be referred to and finally resolved by arbitration administered by JAMS pursuant to its (i) Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules for any Dispute greater than USD $250,000 and (ii) its Streamlined Arbitration Rules and Procedures for any Dispute equal to or less than USD $250,000, except, in each case, as they may be modified herein. The arbitration shall be conducted by one arbitrator for any Dispute equal to or less than USD $250,000 and by three arbitrators for any Dispute greater than USD $250,000. The seat, or legal place, of the arbitration shall be New York, NY, and it shall be conducted in the English language.

Notwithstanding Section V.I., the arbitration and this agreement to arbitrate shall be governed by Title 9 (Arbitration) of the United States Code. The arbitrators shall be impartial and independent. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. The time limit within which the arbitral tribunal must render its final award is 30 days. Such time limit shall start to run from the later of the date of the last hearing or the final post-hearing submission. The tribunal shall inform the parties in writing when it considers the proceedings closed. The arbitrators shall award to the prevailing party its costs and expenses of the arbitration, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrator(s). The parties waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. The parties shall not seek discovery for purposes of the arbitration proceeding under 28 U.S.C. 1782. The parties hereby irrevocably waive any defense on the basis of forum non conveniens in any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration ("Confidential Arbitration Information") shall not be disclosed to any non-party except the tribunal, the parties, their counsel, experts, witnesses, accountants, auditors, insurers, reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Arbitration Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive the termination of this Agreement and of any arbitration pursuant to this Agreement. To the fullest extent permitted by law, Client hereby irrevocably waives any claim to sovereign or any other immunity in regard to any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to

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this Agreement, including, without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction of any court, and immunity of its property and revenues or from attachment or sequestration before or after judgment. This provision shall not limit either party's right to pursue equitable remedies.

K. Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

L. Personal Data

Client represents and warrants that (i) all Personal Data will be offered, collected, processed, and handled in all respects in compliance with all applicable laws, regulations, and industry guidelines, (ii) Client will obtain all necessary rights, permissions, and consents in order to provide, share, process, or otherwise disclose the Personal Data, and (iii) none of the Personal Data will include any individual who has opted out of having their data used for targeted advertising or marketing.

M. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

N. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

O. Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

P. Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) (for only those payment obligations that have already been incurred) shall

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continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

Q. Ownership

Subject to its receipt of all amounts due to APCO by Client under this Agreement, Consultant agrees that all services and deliverables produced by APCO pursuant to any applicable Annex ("Work") arising from APCO's engagement pursuant to this Agreement shall be deemed "works made-for-hire" for Client within the meaning of the copyright law of the United States and any similar or analogous law of any other jurisdiction. Accordingly, Client will be the owner of all the Work for all purposes. Should any arbitrator or court of competent jurisdiction ever hold that any such Work does not constitute a work made-for-hire, APCO hereby irrevocably assigns to Client, and agrees that Client will be the owner of, all right, title, and interest in and to such Work. Anything to the contrary notwithstanding, all methodologies, documents, procedures, management tools, workshops, manuals, data files, concepts, ideas, inventions, know-how, software (including source code), trademarks, logos, discoveries, innovations, materials, analysis, questionnaires, designs (including, without limitation, research designs), data, models, systems, sampling methods, information related to methods, tools, designs, techniques, know-how or analysis used in providing the Services, the concepts, inventions, suggestions, creative ideas, plans, drawings, blueprints, computer software designs, models or systems, prototypes, sampling methods, questionnaire forms, methods of process or questioning, systems of analysis, tabulating cards, computer tapes, disks and any other data record formats, or computer programs used by APCO in connection with the Services, and other intellectual property that APCO has developed, created or acquired prior to the performance of the Services or will be developed, created or acquired during or after the performance of the Services for itself unrelated to this Agreement or for any of its other clients ("APCO's Intellectual Property") are, and shall remain, the sole and exclusive property of APCO. Client shall not have or acquire any right, claim, title or interest in or to any of APCO's Intellectual Property.

R. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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IN WITNESS WHEREOF, the parties hereto have executed this Master Engagement Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE LLC

Signed: Pamela Passman
Pamela Passman (Apr 1, 2022 16:45 EDT)

By: Pamela Passman

Title: Managing Director

CONSULATE GENERAL OF JAPAN IN NEW YORK

Signed: 松本太

By: Futoshi Matsumoto

Title: Deputy Chief of Mission

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ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT

This Annex No. 1 (this "Annex") to the Master Engagement Agreement (the "Agreement") by and between APCO Worldwide LLC ("APCO") and Consulate General of Japan in New York ("Client"), sets forth the parties' understanding pursuant to which APCO shall provide the below-specified services to Client.

I. SCOPE OF WORK

APCO shall provide a mutually agreed amount of strategic communications, media relations, and stakeholder engagement services within the United States within the budget set forth herein.

Campaign concept and communication strategy services, opinion research services, roadshow services, and paid media services are outside of the scope of work set forth in this Annex. Any services outside the scope of work set forth above shall be subject to additional fees as mutually agreed in writing by the parties.

II. FEES

APCO shall provide the services set forth in this Annex for a fixed monthly fee of $25,000 per month to be paid by Client monthly in arrears.

III. TERM AND TERMINATION

This Annex shall be effective as of April 1, 2022 ("Annex Effective Date") and shall terminate on March 31, 2023; provided however, that either party shall have the right to terminate this Annex in advance of such termination date, but only upon the giving of sixty (60) days' prior written notice to the other party. The Agreement may terminate immediately upon written notice by either party if the other party commits a material breach and does not correct such breach within 7 days of receipt of written notice explaining in reasonable detail such breach. In the event that this Annex is so terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all charges earned and/or incurred by APCO in connection with the above services pursuant to this Annex and the Agreement up to the time of its termination.

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Upon execution by the parties, this Annex to the Master Engagement Agreement is incorporated by reference in and subject to the terms and conditions set forth in the Agreement.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE LLC

Signed: Pamela Passman
Pamela Passman (Apr 1, 2022 16:45 EDT)

By: Pamela Passman

Title: Managing Director

CONSULATE GENERAL OF JAPAN IN NEW YORK

Signed: 松本太

By: Futoshi Matsumoto

Title: Deputy Chief of Mission

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