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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
The Ogilvy Group LLC	6797

3. Name of Foreign Principal
The Embassy of Japan in the U.S.A., Washington, DC

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? 11/01/2022

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

The registrant's work on behalf of the Embassy is captured in the attached statement of work.

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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.

The registrant intends to conduct an audit of U.S. public opinion of Japan's whaling issues.

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.

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

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
11/18/2022	Rachel Caggiano	/s/Rachel Caggiano

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Ogilvy

Ogilvy Statement of Work

This Statement of Work (this "**SOW**"), effective as of November 1, 2022 (the "SOW Effective Date") is entered into and governed under the Master Public Relations Services Agreement between the Embassy of Japan and Agency dated as of February 21, 2020 (the "Agreement"). This SOW and the Agreement constitute the complete agreement regarding services provided under this SOW. Except where the contrary is expressly provided, the terms and conditions of the Agreement will prevail over any conflicting terms or conditions in this SOW. The responsibilities of the Embassy of Japan and Agency are defined below.

Changes to this SOW will be processed in accordance with the procedure described in the Agreement. The investigation and the implementation of changes may result in modifications to the schedule, resources, charges and/or other terms of this SOW.

1. PROJECT OVERVIEW

This SOW describes the services to be provided to the Embassy of Japan (EOJ) by Agency. Agency agrees to provide Embassy of Japan Ogilvy to conduct an audit of U.S. public opinion of Japan's whaling issues, including through a social listening and a traditional media audit with social listening and traditional media audit research to gauge American's sentiment about whaling.

2. SERVICES AND DELIVERABLES

Agency will provide the following Services and Deliverables from November 1, 2022, through February 12, 2023.

Project	Description of Services, Deliverables, and/or Milestones	Ogilvy Labor
Research and Analysis	• Ogilvy to conduct an audit of U.S. public opinion of Japan's whaling issues, including through a social listening and a traditional media audit • Ogilvy to identify people who are influential in the discussion, including in three (3) audiences: environmental NGOs, government officials and the general public • Ogilvy to share via email two reports of findings, including one (1) in late-November and one (1) in late-Jan. • Ogilvy to share via email an outline for the report structure.	$23,550
Project Management	• Ogilvy to host regular internal calls to align internally on research. • Ogilvy to hold (1) 30-minute project kick off call • Ogilvy to share monthly activity reports.	$3,835
	TOTAL PROJECT COSTS	**$27,385.00**

3. FEES AND EXPENSES

Agency agrees to provide the Services under this SOW to Embassy of Japan for a fixed fee of $27,385 for the deliverables as stated in this SOW. This fee will be fixed and non-reconcilable. The scope does not include out-of-pocket costs. Any out-of-pocket costs, if necessary, will be agreed to in writing and will be invoiced separately from the fixed fee. If the scope changes, or if the Embassy would like to add on any deliverables, both Parties will agree to the changes in writing.

The Fixed Fee be invoiced as follows:

- Fixed Fee (**$27,385**): Labor Fee of $27,385 will be invoiced in two (2) installments. Upon execution of this agreement. The first Invoice shall be issued for $13,692.50 on December 22, 2022, and the second invoice shall be issued for $13,692.50 on February 12, 2023.

4. PROJECT SCHEDULE

Agency will complete the Services according to the following schedule: All above projects will be completed by February 12, 2023.

5. PERSONNEL

Agency will make available the following personnel. Ogilvy may recommend additional staff pending specific deliverable needs.

Title/Role	Agency Level	Hourly Rate
Project Director	Vice President	$275
Account Manager	Account Director	$225
Account Coordinator, Research	Senior Account Executive	$170

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Account Coordinator, Research	Associate	$130
Associate Director, Analytics	Vice President	$275
Social Analyst, Measurement	Account Supervisor	$195

6. EMBASSY OF JAPAN RESPONSIBILITIES

Authorizations – Prior to beginning work, or as appropriate during the work phases, Embassy of Japan will provide to Agency:

- Frequent access to Embassy project lead
- Consolidated feedback and designate a single point of contact for Ogilvy
- Make core team available for regular status meetings and in-person presentation

7. SOW CONTACTS

Agency	Embassy of Japan
Kate Fliflet	Koichi AI

8. TERM

The term of this agreement commences as of November 1, 2022 and shall continue until February 12, 2023.

9. TERMINATION

This agreement cannot be canceled by either party during the initial 90 days, of the term. After the initial 90-day period, this agreement may be terminated by either party by giving 15 days prior written notice to the other party.

10. CHANGE ORDERS

In accordance with the terms of the MSA, Embassy of Japan approved changes/alterations to the above Scope of Work deliverables will be documented via a "Change Order" and fees adjusted and approved accordingly by Embassy of Japan. A Change Order will be utilized when there is a significant shift in deliverables and/or fee for this specific SOW.

Ad hoc or specific projects not included in the above budget will be presented on additional/separate Scopes of Work for approval by Embassy of Japan.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

ON BEHALF OF AGENCY:

By: Kelly McMullin
(Signature)

Name: Kelly McMullin

Title: Finance Director

Date: 11/1/2022

ON BEHALF OF EMBASSY OF JAPAN:

By: Koichi AI
(Signature)

Name: KOICHI AI

Title: MINISTER

Date: October 31, 2022

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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
Nov 18, 2022	Rachel Caggiano	

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