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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? 03/03/2023

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

The Ogilvy Group in Washington, DC has been contracted by the the Embassy of Japan (contract attached to this Exhibit) to provide certain media relations support.

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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 Ogilvy Group in Washington, DC has been contracted by the the Embassy of Japan (updated SOW attached to this Exhibit) to provide media outreach support for the Cherry Blossom 2023 season as well as social media research and analysis more generally.

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

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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, 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.

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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
04/25/2023	Rachel Caggiano	/s/Rachel Caggiano

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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
4/20/23	Rachel Caggiano	

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EXHIBIT A

2023 Cherry Blossom Season
Ogilvy Statement of Work

This Statement of Work (this "**SOW**"), effective as of March 3, 2023 (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/Contract. 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 by Agency. Agency agrees to provide Embassy of Japan with the following services:

To raise awareness of the Cherry Blossom gift, the Japan-U.S. friendship and the upcoming 2023 G7 Summit in Hiroshima, Ogilvy will: Coordinate the Embassy's sponsorship of a Sake Tasting Booth at the National Cherry Blossom Festival's Pink Tie Party, create an origami crane exhibit for the Embassy's use at multiple Cherry Blossom Festival events in Washington, D.C., and print paper bags and pamphlets for the Embassy's outreach around the Cherry Blossom season.

2. Services and Deliverables

Upon selection of the options below, the Agency will provide the following Services and Deliverables from March 3, 2023, to March 31, 2023.

Project Elements	Description of Services, Deliverables, and/or Milestones	Out of Pocket Fees (OOP)*	Ogilvy Labor
Origami Crane Exhibit	• Ogilvy will provide the following support: ○ Design, development, planning, logistics and installation of one (1) movable origami crane structure that will be exhibited at up to two (2) Cherry Blossom Festival events ○ Two (2) Origami paper crane-making kits that will be featured at up to two Cherry Blossom Festival events, which will include up to 1000 pieces of paper, a set of print outs showing the step-by-step instructions and clips/materials to hang completed cranes. ○ Pre-assembled paper cranes that will be set-up at the start of the event for maximum impact ○ One (1) secured tablet or video media device to play the videos provided by the Embassy of Japan including the G7 Hiroshima Summit video to emphasize the visual connection between the origami cranes exhibit and the upcoming G7 in May 2023 ○ Up to five (5) Ogilvy staff to attend one (1) event for up to three (3) hours • Assumptions: ○ Assumes up to two (2) rounds of approval ○ Cherry Blossom Festival events will take place in March 2023 (Exact events and event locations to be confirmed by EOJ) ○ Messaging about the gift of the Cherry Blossom trees and the upcoming G7 Summit will be incorporated into accompanying assets. ○ Origami installation piece may be a rental piece and need to be returned after the event ○ EOJ will secure exhibit locations and cover required exhibit fees, location fees and any required location insurance ○ Includes production insurance of exhibit structure and materials only	$18,487.98	$70,950.00

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	○ Paper cranes will be provided to the Embassy of Japan at the completion of the festival ○ Includes travel for Ogilvy staff to attend one (1) event ○ EOJ to provide the G7 video file and tablet or TV/Video screen device ○ Assumes there will be power supply at the festival. Ogilvy will not be able to provide a power source. ○ Crane exhibit can be stored at the JICC in-between events as well as at the end of the cherry blossom season • Not Included in Budget: ○ Professional photography ○ Location fees		
Origami Crane Instagram Social Assets	• Ogilvy will provide the following support: ○ Ogilvy to develop three (3) static in-feed social post assets with copy for EOJ's Instagram channel ○ Assets will be used to promote the Origami Crane Exhibit, and share the visual connection between the exhibit and the upcoming G7 Summit in Hiroshima ○ Up to three (3) Royalty-Free Images • Assumptions: ○ Assumes two (2) rounds of approval	$935.32	$11,775.00
National Cherry Blossom Festival, Pink Tie Party Sake Tasting Sponsorship	Sponsorship fee for the National Cherry Blossom Festival (NCBF) organization's Pink Tie Party (March 16, 2023), Sake Tasting: Sake from the Hiroshima prefecture and oyster appetizers in observance of Hiroshima, Japan hosting the G-7 Summit in April 2023. The experience will include six sakes available for tasting, presented by two sake samurai from American Sake Association; and oyster appetizers prepared by Chef Yo from restaurant WREN. NCBF sponsorship fee includes: • EOJ properties and supporter recognition in slide presentation • EOJ properties and supporter recognition on Pink Tie Party program • EOJ properties and supporter recognition on Pink Tie Party sponsor banner-up, one placement • Verbal recognition during remarks • Mention with supporter recognition in Pink Tie Party editorial in Festival Guide • EOJ properties with link and supporter recognition on Pink Tie Party page of www.nationalcherryblossomfestival.org • Mention in Pink Tie Party social media post from NCBF social platform(s) • EOJ Properties on Pink Tie Party ticket website • Mention with supporter recognition in Pink Tie Party entertainment e-blast • Mention with supporter recognition in Pink Tie Party press release in hard-copy and electronic press kits, and on Website Press Room page Assumes: • NCBF is responsible for the procurement and set-up of the Sake for the tasting station. The tasting will include: ○ Kamotsuru Tokusei Gold ○ Kamotsuru Tokubetsu Junmai ○ Kamoizumi Shusen Three Dots ○ Kamoizumi Nigori Summer Snow ○ Fukucho Moon on the Water ○ Fukucho Seaside Sparkling • NCBF is responsible for the identification of the sake samurai from the American Sake Association, and coordination with the samurai • NCBF is responsible for coordination with the restaurant WREN and Chef Yo • NBCF is responsible for the design and production of the sake tasting booth structure: ○ (x3) 8' wide modular bars with print graphics ○ (x1) 8' high backwall with 3 sides. Back wall will have print and reflective mother of pearl vinyl applied to the wall ○ (x1) shell bowl with 12" pink "pearl" glow orb	$30,000.00	$0.00

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	• G7 Summit and Hiroshima branding will be incorporated via supplemental signage (24"x36") and handouts, pending NCBF approval. EOJ will design the signage; NCBF will oversee production of the signage. • EOJ will secure permissions for use of logos and branding assets (G7, Hiroshima, and others as needed) and provide high-resolution design files to NCBF. • Additional signage and material needs will be designed and produced by EOJ. • No design services will be provided by Ogilvy.		
Print Materials	Ogilvy will design, print and ship a set of paper bags and brochures to the Embassy of Japan. • One Thousand (1,000) paper bags • Three Thousand (3,000) paper die-cut brochures Assumptions: • Includes shipping costs • Items will be shipped directly to the Embassy of Japan unless otherwise specified • Includes vendor setup and invoicing • Includes up to two (2) rounds of approval to the designs, prior to production	$8,823.75	$8,025.00
Research, NCBF Coordination and Project Management	Ogilvy will provide the following support: • Weekly meetings with EOJ • Weekly internal meetings • Project and financial management • Lead vendor set-up and continued vendor management for: origami crane exhibit, NCBF Pink Tie Party, and print materials. • Coordination with NCBF for the Pink Tie Party Sake Tasting, including planning phone calls and email correspondence • Coordination with EOJ to secure necessary Embassy approvals for NCBF created materials (booth, accompanying promotional assets described above) • Two Ogilvy team members to staff the Pink Tie Party Sake Tasting Booth Assumptions: • Up to six (6) 30-min meetings • No design services will be provided by Ogilvy • In-town transportation costs for two Ogilvy team members to the Pink Tie Party event on March 16, 2023 • Should the time needed to coordinate with the vendors exceed the total hours allotted for Ogilvy staff, Ogilvy to work with the Embassy to reprioritizing remaining budget and will provide progress reports throughout the project Includes subscription fee to social media monitoring and photograph hosting service Pro Iconosquare • Pro Iconosquare: $372.06	$522.06	$29,680.00
	TOTAL PROJECT COSTS	**$58,619.65**	**$120,430.00**

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3. FEES AND EXPENSES

Agency agrees to provide the Services under this SOW to Embassy of Japan for a fixed labor fee of $120,430.00 for the fixed deliverables as stated in this SOW. This fee will be fixed and non-reconcilable. Agency estimates that the number of hours required to complete the Services under this SOW is approximately 499 hours. If the scope changes, or if the Embassy would like to add on any of the optional deliverables, both Parties will agree to the changes in writing.

The following Labor Fees will be invoiced in one installment upon completion of the project **($120,430.00)**

- Origami Crane Exhibit Fee ($70,950)
- Social Fee ($11,775)
- Design of Print Material Fees ($8,025)
- Research, NCBF Coordination and Project Management ($29,680)

The Following Sponsorship Fees will be invoiced upon scope approval **($30,000.00)**:

- NCBF Pink Tie Party Sponsorship Fee ($30,000)

The out-of-pocket expenses above are estimates and will be invoiced as incurred **($28,769.11)**:

- Origami Crane Exhibit Fee ($18,487.98)
- Social Fee ($935.32)
- NCBF Pink Tie Party Sponsorship local transportation cost ($150)
- Design of Print Material Fees ($8,823.75)
- Iconosquare Subscription Service Fees ($372.06)

**Per MSA, the out-of-pocket expenses already include a mark-up of 17.65% for 3rd party vendors.*
Outside vendor payments must be made to Ogilvy per the vendor payment requirement. Payment terms for outside vendors are not subject to Ogilvy control. Ogilvy will work with the Embassy of Japan to negotiate preferential terms as possible.

4. PROJECT SCHEDULE

Agency will complete the Services according to the following schedule: All above projects will be completed by March 31, 2023.

5. PERSONNEL

Agency will make available the following personnel for this:

Name	Title	Agency Level
Valerie Vardaro	Producer	Executive/SVP
Natalya Maltseva	Art Director	ACD
Leanne Cacchiotti	Designer	Sr / AD
Laura Ting	Copywriter	ACD
Cassie Castillo	Producer	AS
Kate Fliflet	Senior Vice President – Account Management	SVP
Jackie Stewart	Vice President	VP
Arianne Smith	Account Executive	AE
Isabelle Shafer	Senior Account Executive	SAE

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

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7. SOW CONTACTS

Agency	Embassy of Japan
Kate Fliflet	Akiko Kobe
Isabelle Shafer	Yuki Sugiyama

8. 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

3/17/23

Date:

ON BEHALF OF EMBASSY OF JAPAN:

By: Koichi Ai
(Signature)

Name: Koichi Ai

Title: Minister, Head of Chancery

Date: 2023, 3, 15

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Modification No. 1

Between

Ogilvy Public Relations Worldwide, LLC

and

Embassy of Japan

Pursuant to the Agreement effective 3/3/2023 between Ogilvy and Embassy of Japan, the parties hereby modify this Agreement as described below:

The purpose of this modification is to:

- No Cost Extension on the 2023 Cherry Blossom Statement of Work to 4/30/23 for Origami Crane Exhibit — Cherry Blossom Festival events in April 2023

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL EFFECT.

OGILVY PUBLIC RELATIONS, LLC

Name: Kelly McMullin
Title: Finance Director

Signed: Kelly McMullin

Date: 4/7/23

Embassy Of Japan

Name: Akiko KOBE
Title: First Secretary

Signed: 河邊亜希子

Date: 4/5/2023

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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
4/20/23	Rachel Caggiano	

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