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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by 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 this 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 .22 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
Keys Group, LLC

2. Registration Number
7274

3. Primary Address of Registrant
1312 West River Rd, Shady Side, MD 20764

4. Name of Foreign Principal
MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES, GOVERNMENT OF JAPAN

5. Address of Foreign Principal
2520 MASSACHUSETTS AVE, NW
WASHINGTON, DC 20008

6. Country/Region Represented
JAPAN

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES

b) Name and title of official with whom registrant engages
TAKASHI SADAKANE, COUNSELLOR

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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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
05/18/2023	GORDON CHANDLER KEYS, III	/s/GORDON CHANDLER KEYS, III

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Date	Printed Name	Signature
MAY 18, 2023	GORDON CHANDLER KEYS, III	

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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
Keys Group, LLC	7274

3. Name of Foreign Principal

MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES, GOVERNMENT OF JAPAN

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 05/12/2023

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

THE AGREEMENT IS FOR TEN MONTHS TO ADVISE THE MINISTRY ON CONTACTS AND STRATEGY FOR SECURING COMMERCIAL MARKET ACCESS. PERFORMANCE WILL INCLUDE REGULAR REPORTS AND MEETINGS AS REQUIRED BY THE MINISTRY.

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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 WILL PROVIDE STRATEGIC ADVICE FOR APPROACHING U.S. INDUSTRY, AGENCY, AND LEGISLATIVE INSTITUTIONS. ACTIVITIES WILL INCLUDE RECOMENDATIONS ON SPECIFIC INDIVIDUALS WITH WHOM THE FOREIGN PRINCIPAL SHOULD ENGAGE.

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.

REGISTRANT WILL OPERATE IN AN ADVISORY CAPACITY, RECOMMENDING U.S. AGENCY AND LEGISLATIVE ENTITIES THE FOREIGN PRINCIPAL SHOULD ENGAGE TO SEEK MARKET ACCESS FOR HIGH QUALITY BEEF, HOWEVER REGISTRANT WILL NOT LOBBY ON BEHALF OF THE FOREIGN PRINCIPAL. REGISTRANT WILL ALSO ENGAGE WITH U.S. INDUSTRY LEADERS WITH AND ON BEHALF OF THE FOREIGN PRINCIPAL ON THE SAME ISSUES.

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

Yes ☐ No ☒

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

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

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 ☒

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 ☒

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

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Date	Printed Name	Signature
05/18/2023	GORDON CHANDLER KEYS, III	/s/GORDON CHANDLER KEYS, III

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Date	Printed Name	Signature
MAY 18, 2023	GORDON CHANDLER KEYS, III	

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Outsourcing Agreement



Pasona Inc. (hereinafter referred to as "the First Party") and Keys Group, LLC (hereinafter referred to as "the Second Party") have entered into the this Outsourcing Agreement (hereinafter referred to as the "Agreement") to subcontract services stipulated in Article 1 to the Second Party in order for the Company to implement the "FY2022 Commissioned Project for Strengthening Response to Regulations, etc. in Countries and Regions of Export Destination (Strengthening System by Platform Support Staff)" (hereinafter referred to as the "Project") entrusted by the Ministry of Agriculture, Forestry and Fisheries (hereinafter referred to as the "MAFF"). In order for the First Party to subcontract services "Platform support staff services in Washington, DC for the Project" to the Second Party, both parties enter into the following Agreement.

(Outsourcing of the Services)

Article 1

The First Party shall entrust the following services (hereinafter referred to as the "Services") to the Second Party, and the Second Party shall implement the Services in good faith.

(1) Platform support staff services in Washington, DC for the Project

(2) Any services incidental to the preceding item

2 The Services shall be performed as described in the attached "Statement of Work" (hereinafter referred to as the "SOW").

The Second Party shall engage the employees who have experience in related fields such as the food industry in this Services, and shall conduct sufficient discussions and coordination with the First Party and an agricultural attaché of the Embassy of Japan in Washington DC.

(Delivery, Acceptance Inspection)

Article 2

The Second Party shall prepare the monthly reports and other deliverables specified in SOW (hereinafter referred to as "Deliverables"), if any, to the First Party, and deliver them to the place of delivery, in the format and by the delivery date specified the SOW.

2 The First Party shall conduct an acceptance inspection of the deliverables within 10 days after the delivery of the deliverables in accordance with the preceding paragraph, and the deliverables shall be passed the inspection when the First Party confirms that the deliverables conform to the inspection standards, and the Services shall be deemed to be completed when all the deliverables have passed the inspection.

3 If, as a result of the acceptance inspection, it is found that the deliverables do not conform to the inspection criteria, the First Party may request the Second Party to revise the deliverables within a specified time limit, and the Second Party shall revise the deliverables within the said time limit and receive confirmation from the First Party in accordance with this Article.

4 Any damage caused by loss or damage to the deliverables before the completion of acceptance due to reasons not attributable to either the First Party or the Second Party shall be borne by the Second Party, and any damage after the completion of acceptance shall be borne by the First Party.

5 The ownership of the deliverables shall be transferred from the Second Party to the First Party on the date of completion of acceptance inspection.

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6 The ownership of the deliverables after being transferred from the Second Party to the First Party shall be transferred from the First Party to MAFF.

7 The usage of the deliverables shall be only MAFF and Embassy of Japan after the transference from the First Party.

(Contractual Non-Conformity Liability)

Article 3

If, after the acceptance of the Deliverables is completed, any discrepancy in the type, quality or quantity of the Deliverables or any other non-conformity with the terms of this Agreement (hereinafter referred to as "Non-conformity") is found, whether or not the Non-conformity is caused by reasons attributable to The Second Party, the First Party shall, at the First Party 's option, correct the Deliverables free of charge within a reasonable period of time, deliver substitute or insufficient Deliverables, or take any other necessary measures, including reduction or refund of all or part of the price. In such case, the First Party shall, at the First Party's option and within a reasonable period of time, take the necessary measures such as correction of the deliverables without charge, completion of performance by delivery of substitute goods or delivery of the shortage, reduction or refund of all or part of the price, or other necessary measures. In this case, the provision of Article 562, Paragraph 1 of the Civil Code shall not apply.

2 The provisions of this Article shall not preclude the First Party from claiming compensation for damages from the Second Party or exercising its right of termination.

3 If the First Party does not notify the Second Party to that effect within one (1) year after the termination of this Agreement, the First Party may not demand completion of performance, a reduction in the price, compensation for damages, or cancel the Agreement on the grounds of such nonconformity.

(Consignment Fee)

Article 4

The consideration for the execution of the Services (hereinafter referred to as the "Consignment Fee") shall be $9,250 U.S. dollars (including VAT) per monthly report, for a total of $92,500 U.S. dollars.

However, in the event that the Services are not completed on the date of delivery or the date of completion of the Services, etc., a late charge corresponding to the number of days of delay shall be reduced from the Consignment Fee. The late charge is an amount equivalent to 3/1000 of the Consignment Fee.

2 Transportation and other expenses incurred in performing this Service shall be included in the Consignment Fee.

(Payment)

Article 5

The payment of the Consignment Fee under the preceding Article shall be made after the completion of the acceptance inspection by the First Party, when the Second Party issues an invoice for the current month in a form approved in advance by the First Party. The First Party shall pay the fee as overseas remittance by wire transfer to the bank account designated by the Second Party on the 20th day of the month following the month in which the Deliverables are received (if that day is a banking holiday, the payment shall be made on the preceding business day). The bank transfer fee shall be decided by the First Party.

(Restriction on Subcontracting)

Article 6

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The Second Party shall not subcontract all or part of the Services to a third party without the prior written consent of the First Party.

2 If all or part of the work of this case is to be subcontracted pursuant to the preceding paragraph, the Second Party shall bear all responsibility for the actions of the subcontractor.

(Survey, etc.)

Article 7

The First Party may, if deemed necessary, request a report on the status of implementation of the Services or the submission of books, documents and other materials, or the First Party or a person designated by the First Party may conduct an on-site investigation, and the Second Party shall cooperate in such investigation.

(Change of the Services)

Article 8

The First Party may, if necessary, change or suspend the Services, or change the deadline for performance. In this case, if it is necessary to change the consignment fee or the deadline for performance, the First Party and Second Party shall consult with each other to decide.

(Report)

Article 9

Upon completion of the Services, the Second Party shall submit to the First Party a written report on the completion of the Services without delay.

2 In preparing the report, the Second Party shall state the expenses that have been sufficiently collated with the books and evidence documents or evidences (hereinafter referred to as the "evidence documents") to prove the actual payment of expenses associated with the implementation of the Services. The evidence documents shall be retained for five (5) years from April 1st, 2023.

(Attribution of Rights)

Article 10

Copyright (including all rights stipulated in Articles 21 to 28 of the Copyright Act) in the Deliverables shall be transferred to the First Party as of the date of completion of acceptance as stipulated in Article 2, and the Second Party shall not assert any moral rights, nor shall it allow the author to do so. The consideration for the transfer, non-exercise, and licensing of the rights set forth in this Article shall be included in the consignment fee.

(Liability for Infringement of Intellectual Property Rights)

Article 11

If the use of the Deliverables by the First Party in accordance with this Agreement infringes upon the copyrights, patent rights and other industrial property rights or portrait rights of any third party (hereinafter in this Article referred to as "Intellectual Property Rights"), the Second Party shall compensate the First Party for any damages caused to the First Party by such infringement. However, if the infringement of the Intellectual Property Rights is solely attributable to the First Party, this shall not apply, and the Second Party shall not be liable for any damages.

2 In the event that the First Party receives a claim of infringement of intellectual property rights from a third party with respect to the use of the Deliverables by the First Party in accordance with this Agreement, the First Party shall promptly notify the Second Party to that effect in writing, and

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the Second Party shall deal with such claim at its own responsibility and expense, and shall not cause any inconvenience to the First Party. If the First Party incurs any expenses (including, but not limited to, attorney's fees, etc.) as a result of such claim, the Second Party shall immediately compensate for such expenses upon demand by the First Party. However, this shall not apply in the case where the said claim is solely attributable to the First Party.

(Provision and Return of Materials, etc.)

Article 12

If the Second Party requests the First Party to provide materials, etc. necessary for the performance of this service, the First Party shall, upon consultation between the First Party and the Second Party, provide such materials, etc. to the Second Party free of charge. In this case, the Second Party shall comply with the conditions of use stipulated by the First Party.

2 If it is necessary for the Second Party to perform work at the First Party's office, etc., in the performance of this service, the First Party shall provide the Second Party with the place where such work is to be performed (including the necessary equipment, facilities, and other work environment at the place where such work is to be performed) free of charge. In this case, the Second Party shall comply with the conditions of use stipulated by the First Party.

3 In the event that materials provided by First Party (including reproductions and altered materials) are no longer needed for the performance of this service, Second Party shall return them to First Party without delay or take appropriate measures in accordance with First Party's instructions.

4 The First Party and The Second Party shall provide, return, and take other actions regarding the materials, etc. in the preceding paragraphs in writing.

(Confidentiality)

Article 13

The Second Party shall not divulge or disclose to any third party information including personal information (Information that can identify the specific individual by name, date of birth or other description contained in such information (including such information as will allow easy reference to other information and will thereby enable the identification of the specific individual). Hereinafter referred to as " Personal Information ") that it has obtained through this Agreement, or use such information for any purpose other than the performance of the services in question.

(Protection of Personal Information)

Article 14

The second Party shall take necessary measures to prevent the loss, leakage, or falsification of Personal Information with applicable laws and regulations.

(Prohibition of transfer of rights and obligations)

Article 15

The Second Party shall not assign its rights or obligations arising under this Agreement to a third party, have a third party succeed to such rights or obligations, or offer such rights or obligations as security.

(Termination of the Agreement)

Article 16

If the Second Party falls under any of the following items, the First Party may terminate this Agreement in whole or in part without any notice or demand.

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(1) Fails to implement the obligations under this Agreement and do not continue to implement them in spite of the First Party's demand.
(2) Interferes the First Party's work by a wrongful act.
(3) When the execution of the obligation in whole or in part is impossible, or clearly indicates its intention to refuse to perform the obligation in whole or in part. However, in the case of partial impossibility of the obligation, only such partial obligation may be terminated.
(4) Notwithstanding the preceding item, if the execution of a part of the obligation is impossible, or if the Second Party clearly indicates its intention to refuse the execution of a part of the obligation, and the purpose of this Agreement cannot be achieved with only the remaining part.
(5) If, under this Agreement, the purpose of this Agreement cannot be achieved unless performance is made at a specific date or within a certain period of time, and that time has passed without performance by the Second Party.
(6) In the event of a suspension of transactions by a bill clearing house.
(7) When it is recognized that the purpose of the Services cannot be achieved due to violation of this Agreement.
(8) Becomes a subject to a seizure, provisional seizure or provisional disposition relating to credit on property, or an auction or compulsory execution disposition.
(9) When proceedings for bankruptcy, civil rehabilitation, corporate reorganization, liquidation, dissolution, etc. are commenced or a petition for commencement of such proceedings is filed.
(10) When the business is suspended or discontinued.
(11) When it is recognized that the financial condition has significantly deteriorated or is likely to deteriorate.

2 The First Party may terminate this Agreement in accordance with the preceding paragraph, regardless of whether or not there are reasons attributable to the Second Party.

3 The termination based on the preceding paragraphs shall not preclude the parties from claiming compensation for damages from the other party.

(Elimination of Antisocial Forces)

Article 17

The First Party and the Second Party pledge that either party (including major investors, officers, and equivalent persons) are not organized crime groups, organized crime group members or quasi-constituents, companies related to organized crime groups, persons related to specially intelligent violent groups, or other persons who commit acts contrary to the public interest (hereinafter referred to as "Antisocial Forces"), that both parties have not been so for the past five(5) years, and do not have any relationship with Antisocial Forces, including the provision of funds or favors, in the future.

2 The First Party and the Second Party pledge that both parties will not, by themselves or by using a third party, commit any act of violent demand, any act of unreasonable demand beyond legal responsibility, any act of threatening words or actions or use of violence with respect to transactions, any act of spreading rumors, using false pretenses or force to damage the credibility of the other party or obstruct the other party's business, or any other act equivalent thereto.

3 The First Party or the Second Party may immediately terminate this Agreement without any notice if it is found that the other party is in breach of the representations in Paragraph 1 or in

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breach of the covenants in Paragraph 2 above, regardless of the reasons attributable to the First Party or the Second Party. In addition, the terminating party shall not be liable for any damage caused by such termination.

(Compensation for Damages)

Article 18

In the event that any damage is caused to the First Party in connection with the implementation of this Agreement for reasons attributable to the Second Party, the Second Party shall compensate the First Party for all such damage upon the First Party's request.

2 Any damage caused by a natural disaster and/or other force majeure shall be decided upon consultation between the First Party and the Second Party.

(Reporting under the Whistleblower Protection Act)

Article 19

If the Second Party falls under the category of a subcontractor as defined in Article 2, Paragraph 8 of the Act against Delay in Payment of Subcontract Proceeds, Etc. to Subcontractors (hereinafter referred to as the "Subcontract Act"), and this Agreement falls under the category of a subcontract transaction as defined in Article 2, Paragraph 4 of the Subcontract Act, the Second Party may file a whistleblower report with the First Party in accordance with the provisions of the Whistleblower Protection Act, and the First Party shall respond to the report in accordance with its internal rules.

(Survival Clause)

Article 20

Articles 3, 10, 11, 13, 14, 15, 16, 17, 18, 21 and 22 shall remain in effect after the termination of this Agreement.

(Governing Law)

Article 21

This Agreement shall be governed by and construed in accordance with the laws of Japan.

(Court of Jurisdiction)

Article 22

The Tokyo Summary Court or the Tokyo District Court shall have exclusive jurisdiction in the first instance over any litigation relating to this Agreement.

(Consultation)

Article 23

In the event that any matter not stipulated in this Agreement or any question arises concerning the interpretation of this Agreement, it shall be settled in good faith through consultation between the First Party and the Second Party.

(Term)

Article 24

The term of this Agreement shall be from May 1, 2023 through February 29, 2024 regardless of the date of execution of this Agreement.

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As evidence of the conclusion of this Agreement, two (2) copies of this document shall be prepared, one (1) each with the signs and/or seals of the First Party and the Second Party.

May 8, 2023

Pasona Inc.
PASONA SQUARE, Minamiaoyama3-1-30,
Minato-ku, Tokyo, JAPAN

Sign:

Makiya Nambu
Director, Managing Executive Officer
General Manager, Global Business Division

Keys Group, LLC

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KEYS GROUP

Statement of Work
Between the Delegate of the Government of Japan, Ministry of Agriculture, Forestry and Fisheries and Keys Group, LLC

Service Areas: Consultant (Keys Group) shall provide representation as an advisor to and advocate of the Ministry (Ministry of Agriculture, Forestry and Fisheries) and its commercial interests in the livestock and beef industry through the following activities:

Strategy – Consultant shall review the trade and regulatory issues of interest to the Delegate of the Ministry and shall provide detailed strategy recommendations to the Delegate of the Ministry. The Consultant shall identify specific individuals within the animal agriculture and beef industries and, as necessary, policymakers, with whom the Delegate of the Ministry should communicate in order to promote the Ministry's goals.

Issues shall include education for Congress and industry on Japan's position on the issue of Beef tariff rate quotas (TRQs), and providing information regarding U.S. companies interested in doing business with Japanese Wagyu beef.

Coordination – Consultant shall recommend strategies for coordination with industry groups, coalitions, and competitive businesses in the above areas. Consultant shall provide monthly activity reports or meetings as required by the Delegate of Ministry.

Fee: Consultant shall be paid $9,250per month in full consideration for advisory services performed hereunder and travel expenses. Payment shall be made monthly, on the 20th day of the month by Pasona Inc based on the outsourcing Agreement between Keys Group and Pasona Inc. The agreement shall commence on May 1st 2023 and continue until February 29th 2024.

貞包 隆司 — 5/9. 2023

Takashi Sadakane
Counsellor, Embassy of Japan

Date

G. Chandler Keys — 5/19/2023

G. Chandler Keys, Principal
Keys Group, LLC

Date

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