

3492

Letter of Engagement

The Embassy of Japan in the United States (representative: Takuya Sasayama), (hereafter referred to as A), acting on behalf of the Government of Japan and in accordance with the authority vested in him and Akin Gump Strauss Hauer & Feld LLP (representative: Scott Parven), (hereafter referred to as B), have agreed as follows with respect to PR and event consultancy:

Article 1

A requests B to act as a PR and event consultant for A as per the attached Outline of PR and event Consultancy Service, and B agrees to undertake said consultancy.

Article 2

B is an independent contractor of A, and any commitments made between B and any other person(s) shall not bind A, except whenever A has given B special authority to do so.

Article 3

- (1) At the request of A, B shall make a report of its activities.
- (2) The aforementioned report shall include all activities provided for in Article 1.

Article 4

The period of this letter shall be from November 1st, 2016 to November 30th, 2016.

Article 5

The fee for the entire service will be \$ 61,000 in total. A shall will pay B the amount for expenses used for the events after finishing those events. In case of delay in payment, A shall notify B in advance and implement the payment as soon as possible. B will submit status reports in advance of each invoice detailing events B organizes and those in the planning stage.

Article 6

B must not disclose to a third party the contents of services stipulated by A under this letter or any confidential information learned in performing the services pursuant to this letter.

Article 7

B must act in accordance with the relevant laws and regulations set forth by the Government of the United States, when pursuing its activities in accordance with this letter.

Article 8

If A deems B to have breached this letter, A may refuse to pay a part or the full amount of the contract value, or may seek return of payment.

Article 9

No security deposit shall be required.

Article 10

Any matters arising out of or in connection with this letter shall be resolved through consultations between A and B.

Article 11

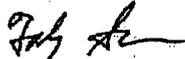
Notwithstanding the foregoing provisions, either party may cancel this contract by issuing notification 30 days in advance. In case B wishes to cancel the contract, A will stop paying the fee for service from the next month following the date of the cancellation.

In witness whereof, the parties hereto have caused this letter to be executed in duplicate originals, one original to be retained by each party.

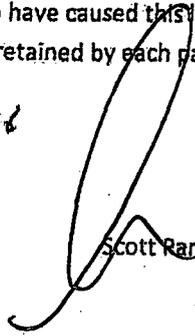
Executed this 25th day of Oct. 2016

Signed:

Takuya Sasayama (A)



Scott Rarven (B)



Annex

Outline of PR and Event Consultancy Service

Principle Aims of the PR Consultancy Service:

B would be honored to serve A in promoting Japan-U.S. commercial ties through the organization and management of events in Colorado. These events will serve the purpose of advocacy and public affairs work on behalf of A to engage business organizations, agricultural groups, local elected officials and other key stakeholders to demonstrate support for the Trans-Pacific Partnership (TPP).

1. B pledges to provide, upon request from A, necessary service in connection with the trade matters of the Embassy of Japan and other matters as required, as follows:
 - (1) Advice on the target cities and content of events to promote Japan-U.S. economic relationship as well as to highlight the importance of the TPP to U.S. stakeholders.
 - (2) Advice on expanding Japanese presence within the United States media (TV, radio, newspaper, etc, including local ones).
 - (3) Advice on building concrete proposal on media strategy of the Embassy.
 - (4) Make arrangement of events, including all of logistics, coordinating with local organizations, and, if necessary, inviting experts based on consultation with A.
 - (5) Implement PR on the event, and report on any media coverage published regarding the event.
 - (6) Follow up the PR event so that the effect of the events will be maximized until the end of March 2017.

2. B will provide, upon request from A, necessary information and advice in implementing and following up the program.

Letter of Engagement

The Embassy of Japan in the United States (representative: Takuya Sasayama), (hereafter referred to as A), acting on behalf of the Government of Japan and in accordance with the authority vested in him and Akin Gump Strauss Hauer & Feld LLP (representative: Scott Parven), (hereafter referred to as B), have agreed as follows with respect to PR and event consultancy:

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Article 2

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Article 3

- (1) At the request of A, B shall make a report of its activities.
- (2) The aforementioned report shall include all activities provided for in Article 1.

Article 4

The period of this letter shall be from October 17nd , 2016 to November 30th, 2016.

Article 5

The fee for the entire service will be \$ 61,000 in total. A shall will pay B the amount for expenses used for the events after finishing those events. In case of delay in payment, A shall notify B in advance and implement the payment as soon as possible. B will submit status reports in advance of each invoice detailing events B organizes and those in the planning stage.

Article 6

B must not disclose to a third party the contents of services stipulated by A under this letter or any confidential information learned in performing the services pursuant to this letter.

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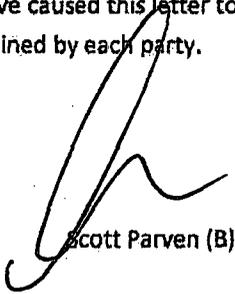
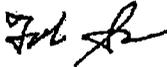
Notwithstanding the foregoing provisions, either party may cancel this contract by issuing notification 30 days in advance. In case B wishes to cancel the contract, A will stop paying the fee for service from the next month following the date of the cancellation.

In witness whereof, the parties hereto have caused this letter to be executed in duplicate originals, one original to be retained by each party.

Executed this 17th day of Oct.

Signed:

Takuya Sasayama (A)



Scott Parven (B)

Annex

Outline of PR and Event Consultancy Service

Principle Aims of the PR Consultancy Service:

B would be honored to serve A in promoting Japan-U.S. commercial ties through the organization and management of events in Florida. These events will serve the purpose of advocacy and public affairs work on behalf of A to engage business organizations, agricultural groups, local elected officials and other key stakeholders to demonstrate support for the Trans-Pacific Partnership (TPP).

1. B pledges to provide, upon request from A, necessary service in connection with the trade matters of the Embassy of Japan and other matters as required, as follows:
 - (1) Advice on the target cities and content of events to promote Japan-U.S. economic relationship as well as to highlight the importance of the TPP to U.S. stakeholders.
 - (2) Advice on expanding Japanese presence within the United States media (TV, radio, newspaper, etc, including local ones).
 - (3) Advice on building concrete proposal on media strategy of the Embassy.
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 - (5) Implement PR on the event, and report on any media coverage published regarding the event.
 - (6) Follow up the PR event so that the effect of the events will be maximized until the end of March 2017.

2. B will provide, upon request from A, necessary information and advice in implementing and following up the program.