

OMB NO. 1124-0006; Expires February 28, 2014

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Counterespionage 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 and Address of Registrant Fleishman-Hillard Inc.	2. Registration No. 5801
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3. Name of Foreign Principal Government of Japan	4. Principal Address of Foreign Principal 1-6-1 Nagatacho Chiyoda-ku Tokyo 100-8914
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality

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

a) Branch or agency represented by the registrant
Public Relations Office Cabinet Office

b) Name and title of official with whom registrant deals
Hikariko Ono Director for Minister's Secretariat

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

a) Principal address
Not Applicable

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. 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.

Not Applicable

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

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Not Applicable

10. 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.

Not Applicable

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
Jan 8, 2014	William B. Winkeler Sr. Vice President, Sr. Partner and Corporate Controller	William B. Winkeler

OMB NO. 1124-0004; Expires February 28, 2014

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 33 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, Registration Unit, Counterespionage 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 Fleishman-Hillard Inc	2. Registration No. 5801
3. Name of Foreign Principal 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. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Fleishman-Hillard Inc. "FH" will perform public relations and communication services as a subcontractor to Dentsu who will contract with the Government of Japan. A copy of the subcontract agreement between FH and Dentsu is attached.

Formerly CRM-155

FORM NSD-4
Revised 03/11

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

FH will identify, propose, and advise Dentsu and Japan regarding opportunities in the United States of America for academicians and experts selected by Dentsu and Japan to inform, educate, and address audiences in the USA about current affairs, culture, economic development, tourism, and/or other highlights regarding Japan. Such opportunities may include seminars, symposiums, media interviews, contributions to articles/publications, possible online and/or social media content communications, or such other activities as mutually agreed to among Dentsu, Japan and FH.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
Jan 8, 2014	William B. Winkeler Sr. Vice President, Sr. Partner & Corporate Controller	<i>William B Winkeler</i>

Footnote: 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.

December 18, 2013

Dentsu Inc.
Attn:

re: Subcontract Agreement

Dear Mr Bill Black

This subcontract agreement ("Agreement") outlines our understanding regarding certain services described herein ("Services") to be provided by Fleishman-Hillard Inc. using the trademark FleishmanHillard ("FH") to Dentsu Inc. ("Dentsu"), who in turn has a contract to provide services to the Government of Japan, Public Relations Office Cabinet Office ("Client"). For good and valuable consideration, the parties agree as follows:

1. FH will provide the Services as outlined in Exhibit A, attached hereto.
2. The professional fees for Services provided by FH will be [One Hundred Fifty Thousand Dollars U.S. (\$150,000 U.S.)] unless consented to in writing by Dentsu; and such fees will be billed on an hourly basis at FH's standard hourly rates in effect at the time Services are rendered. FH must receive written approval from Dentsu for all out-of-pocket expenses and the parties will agree in advance to an appropriate cap on out-of-pocket expenses. In addition to professional fees, FH will bill Dentsu for all approved out-of-pocket expenses and third party costs incurred by FH in connection with providing Services. Unless agreed to in writing by the parties, FH will not mark-up or add handling charges to third party costs. FH invoices will be payable by Dentsu, via wire transfer, within 30 days following receipt of invoice from FH. Each month, FH will submit to Dentsu its invoice for Service provided in the period preceding the invoice. Invoices may be submitted by FH via e-mail, addressed to 1-8-1, Higashi-shimbashi Minato-ku, Tokyo 105-7001, Japan (Dentsu INC. iPublic Relations Division).
3. FH and Dentsu shall each be responsible for its own acts or omissions in connection with this engagement, including any claim or liability related to, or arising out of any respective error, omission, negligence or misconduct.
4. Upon receipt of payment therefor by FH, ownership of materials (except for materials licensed from third parties) provided or developed by FH exclusively for Client shall be owned by Client and FH agrees that this subcontract constitutes assignment (upon FH's receipt of payment therefor from Dentsu) of all FH's ownership rights in such work product to Client.
5. FH and Dentsu each agree that they shall maintain in confidence all confidential material and confidential information ("Confidential Information") provided by the other party (including Client). The parties each agree that they will only disclose such other party's Confidential Information with the written consent of the other party; however, if a party receiving Confidential Information is compelled by law or legal process (e.g. subpoena, warrant, court order, deposition, legal discovery, etc.) to disclose the other party's Confidential Information, such compelled party may do so provided that, if legally permissible, such compelled party will give the other party prior notice of such disclosure so that such other party may seek a protective order or other defense to disclosure. Absent a timely protective order or other defense to disclosure, the compelled party may disclose the other party's Confidential Information as reasonably necessary to comply with law or legal process and/or to avoid sanctions or penalties.

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Dentsu-FH Subcontract
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6. The parties' relationship is that of independent contractors and no employee or contractor of a party shall be considered an employee of the other party for any purpose and nothing in this letter will be construed to create a partnership or joint-venture between the parties.

7. The term of this Agreement commences as of December 18, 2013 ("Effective Date"), and will expire on March 31, 2014, unless this Agreement is extended or terminated as stated herein. The parties may extend the term of this Agreement by written amendment signed by both parties, setting forth the terms and conditions of such extension. In any event, either party may terminate this Agreement upon not less than fifteen (15) days' prior written notice to the other party. Upon any such termination, Dentsu will pay FH the fees, costs and expenses incurred by FH prior to effective time of termination. Sections 3, 4, 5, 7, 8 and 9 will survive termination for any reason or expiration of this Agreement.

8. Both parties agree to comply with the laws that apply to them and their respective obligations under this Agreement, including but not limited to business, tax, ethics, and international trade laws, the U.S. Foreign Corrupt Practices Act and the U.S. Foreign Agents Registration Act ("FARA"). Dentsu understands and agrees and will advise Client that FH will file with the U.S. Department of Justice FARA office such FARA registrations, disclosures, and reports as required by law relating to FH's services for or on behalf of Dentsu and Client.

9. Any disputes arising under this Agreement shall be resolved by the Chief Financial Officers of FH and Dentsu. In the event that such a resolution to a dispute cannot be achieved, either party may seek legal recourse against the other party exclusively in the venue of the United States federal court located in New York City, New York USA. Such court will have exclusive legal and subject matter jurisdiction in any such proceeding.

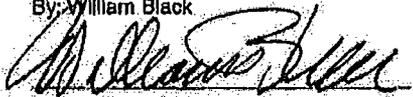
10. This Agreement may not be amended, modified or supplemented in any respect except by mutual written agreement of the parties.

This Agreement, confirmed and ratified by the parties' duly authorized representatives, is effective as of the Effective Date.

Very truly yours,

Fleishman-Hillard Inc.

By: William Black



Title: Senior Partner

Date: December 18, 2013

Agreed to and accepted:

Dentsu Inc.

By: Yoshito Maruoka



Title: Director (Public Relations Division)

Date: December 18, 2013

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Dentsu-FH Subcontract
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EXHIBIT A
SCOPE OF WORK

For and in consideration of the understanding and agreements between the parties, and the fees to be paid to FH hereunder, FH agrees to provide the following Services to Dentsu for the benefit of the Client:

1. FH will identify, propose, and advise Dentsu and Client regarding opportunities in the United States of America for academicians and experts selected by Dentsu and the Client to inform, educate, and address audiences in the USA about current affairs, culture, economic development, tourism, and/or other highlights regarding Japan. Such opportunities may include seminars, symposiums, media interviews, contributions to articles/publications, possible online and/or social media content communications, or such other activities as mutually agreed to among Dentsu, Client and FH.
2. When FH, Dentsu and Client agree upon specific activities described above, FH will provide administrative and logistical support for events. The parties will agree upon timeframes, scheduling, applicable budget considerations (e.g. estimated fees, costs, and expenses) and other applicable details; and for convenience of the parties, such arrangements may be confirmed by the parties via e-mail.
3. FH will provide the above Services up to \$150,000 U.S. in fees, billable at FH's standard hourly rates that range between \$525 to \$75 per hour, depending upon the level of staff providing services; and if Dentsu requires or requests additional Services in excess of such fee limit, the parties will agree in writing to a revised fee limit. Out-of-pocket expenses and third party costs above \$1,000 must be approved in writing by Dentsu prior to FH invoicing Dentsu for such charges. Approved out of pocket expenses will be billed in addition to such fees. For the convenience of the parties, approval on such costs and expenses may be sought by FH and provided by Dentsu via e-mail.