

AGREEMENT

This Agreement is made as of August 15, 2016, between Mr. Jiro Usui, Deputy Chief of Mission and Contracting Officer of the Consulate General of Japan in Boston ("CLIENT"), located at 600 Atlantic Ave, Boston, MA 02210 and Mr. Brian Tomlinson, CFO of Risky Barlein Strategic Communications, Inc. ("RBSC"), a Massachusetts corporation headquartered at 70 Franklin Street, 3rd Floor, Boston, Massachusetts, 02110.

I. SERVICES AND TERM

RBSC shall provide CLIENT with services commencing August 15, 2016 and ending on March 31, 2017. The first three months of this agreement will be a trial period.

Services: Monitor and analyze the legislative and regulatory activities in the six New England states.

RBSC shall render all Services here under in a professional and workmanlike manner and shall comply with all applicable laws, rules and regulations.

II. FEE

CLIENT will pay RBSC a minimum monthly non-refundable fee (the "Monthly Fee") for the Services provided of \$10,000 per month. The initial payment for August is \$5,484 due to the fact that the services will commence on August 15, 2016. The total fee for the term (August 15, 2016 – March 31, 2017) is \$75,484.

An invoice for this project will be submitted on a monthly basis thereafter and is payable within 30 days of receipt.

III. INDEMNIFICATION

CLIENT hereby indemnifies and holds harmless RBSC, its directors, officers, employees and agents, from any and all injuries, losses, claims and damages to any person or property and all costs and expenses, including without limitation, attorneys' fees, and any other liabilities incurred by RBSC as a result of any action or omission by CLIENT, its employees or agents, or any independent contractor engaged by either party for work related to this Agreement, subject only to the waiver by RBSC of this indemnification if RBSC is subsequently found guilty of gross negligence or willful misconduct by either a court of proper jurisdiction or an arbitration process initiated pursuant to this Agreement.

IV. TERMINATION

This Agreement shall be subject to termination with thirty (30) days' written notice by either party. If CLIENT gives notice of termination of this Agreement and RBSC has substantially completed CLIENT goals prior to such termination, then notwithstanding other terms of this Agreement, the remaining fee for the full term of the Agreement, as set forth above, shall be due from CLIENT to RBSC.

V. NOTICES:

Consulate General of Japan in Boston

Attn: Aiko Inoue
Address: 600 Atlantic Ave
Boston, MA 02210
aiko.inoue@mofa.go.jp

Rasky Baerlein Strategic Communications, Inc.:

Attn: Brian Tomlinson, CFO
Address: 70 Franklin Street, 3rd floor
Boston, MA 02110
btomlinson@rasky.com

Notices pursuant to Section 2 may be delivered by email to the above address.

VI. AUTHORITY TO SIGN

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

Rasky Baerlein
Strategic Communications, Inc.

Consulate General of Japan in Boston

By: Brian Tomlinson

By: 薄井 久子

Date: 8/15/2016

Date: 08/15/2016