

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 DCI Group AZ, L.L.C. | 2. Registration No. 6278 |
|---|---------------------------------|

3. Name of Foreign Principal

Embassy of Japan through Akin Gump Strauss Hauer & Feld LLP

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.

DCI Group AZ will provide public affairs services to Akin Gump Strauss Hauer & Feld LLP for the Embassy of Japan.

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

DCI Group AZ will provide public affairs services to Akin Gump Strauss Hauer & Feld LLP for the Embassy of Japan.

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.

DCI Group AZ on behalf of Akin Gump Strauss Hauer & Feld LLP for the Embassy of Japan will help to educate the public by providing information on the benefits of the Trans Pacific Partnership.

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 |
|-------------------|----------------|---|
| August 05, 2015 | | /s/ Douglas Goodyear eSigned |

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.



October 1, 2014

Via Email and Regular Mail

Mr. Donald Pongrace
Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Avenue NW
Washington, DC 20036

Re: Engagement Letter

Dear Mr. Pongrace:

Akin Gump Strauss Hauer & Feld LLP ("Akin") has engaged DCI Group AZ, L.L.C. ("DCI") for the purpose of providing public affairs professional services on a variety of matters. Akin and DCI are referred to herein collectively as the "parties" and individually as a "party".

This Engagement Letter memorializes the terms under which Akin and DCI are proceeding. The parties agree that the terms of this Engagement Letter govern all Services performed.

1. Services – DCI shall provide public affairs professional services ("Services") as assigned by Akin to DCI in writing. These written assignments shall be an integral part of this Engagement Letter subject to the terms thereof.
2. Term: This Agreement will continue unless and until terminated by either you or Akin pursuant to paragraph 6 of this Agreement.
3. Confidentiality – The parties agree to keep confidential during the term of this Engagement Letter and after its termination, all information they learn from this engagement that is not generally known by the public or information that the receiving party knew, or reasonably should have known, was the confidential information of the disclosing party, whether in written form, computerized or oral, including but not limited to a party's operations, finances, research and other development efforts, strategies, methods, techniques, processes, procedures, or other aspects of a party's business, technical data or other data, compilations, source code or other software and financial data. The parties also agree that neither party will communicate any information to the other party in violation of the proprietary rights of any third party. Each party acknowledges that a breach of this confidentiality clause would cause irreparable harm to the other party. Without limitation, each party agrees that if it should breach or threaten to breach this confidentiality provision in this Paragraph 2, the other party may apply for the immediate entry of an injunction restraining any actual or threatened breaches or violations of said provisions or terms.

Mr. Donald Pongrace
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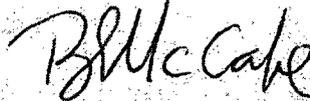
4. Quality and Accuracy of Work – DCI is performing this work as an independent contractor and agrees to be responsible for the professional quality and timely completion of all Services. DCI shall render the Services in accordance with all applicable federal and state laws and regulations.
5. Fees – Fees for Services shall be agreed to by both parties in writing. Such documentation shall be an integral part of this Engagement Letter subject to the terms thereof. DCI shall prepare and submit to Akin regular monthly invoices for payment which shall be paid within thirty (30) days of receipt by Akin.
6. Termination – Each party reserves the right to terminate this Engagement Letter at any time for any reason upon thirty (30) days' written notice to the other party, subject to DCI's right to payment for Services provided to date.
7. Non-Solicitation - Akin agrees that during the term of this Engagement Letter and for a period of one (1) year immediately following the termination thereof (the "Restricted Period"), it shall not, directly or indirectly, hire any Employee of DCI or solicit any Employee of DCI for the purpose of offering employment with, any entity or person (including Akin) other than DCI. "Employee," as used in this Letter Agreement, shall mean any employee who is employed by DCI at any time during the last six (6) months that DCI provides the Services to Akin. Akin acknowledges that DCI has invested considerable time and resources in training its Employees, the loss of which would cause irreparable harm to DCI. If Akin should breach or threaten to breach this Paragraph 7, DCI may apply for the immediate entry of an injunction restraining any actual or threatened breaches or violations of said terms by Akin. Akin shall be responsible for all legal expenses and other costs actually incurred by DCI in enforcing the terms of this Paragraph 7.
8. Damages. Neither party shall be liable to the other party or to any third party for any consequential, special, indirect, incidental, exemplary or punitive damages (including without limitation lost profits or diminution in value).
9. Miscellaneous: This Engagement Letter sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings, written or oral, relating thereto. This Engagement Letter and the rights hereunder, may not be assigned by a party without the written consent of the other party. No amendment or waiver of this Engagement Letter shall be effective, binding, or enforceable unless in writing and signed by both parties. If any portion of the Engagement Letter is held unenforceable or invalid, the parties agree that the remainder of the Engagement Letter shall continue in full force and effect. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision by the other party be taken or held to be a waiver by such party of any succeeding breach of such provision, or as a waiver of the provision itself.
10. Governing Law – This Engagement Letter and any revisions hereto shall be governed and construed in accordance with and pursuant to the laws of the District of Columbia without giving any force or effect to the provisions of any choice of law or conflict of law rules thereof. The parties knowingly and voluntarily agree that any controversy or dispute arising out of or otherwise related to this Engagement Letter shall be tried exclusively, without jury, in the state courts of the District of Columbia or in the United States District Court for the District of Columbia, as appropriate.

Mr. Donald Pondgrace
October 1, 2014
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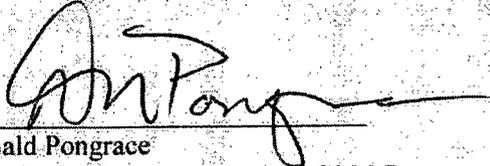
11. Survivability - The terms as set forth in Paragraphs 2 and 7-10 of this Engagement Letter shall survive any termination of this Engagement Letter.

If Akin agrees that this Engagement Letter effectively memorialize the terms that Akin and DCI have agreed upon, please countersign in the space below and return a copy to me. We look forward to our continued relationship.

Very truly yours,



Brian McCabe
Managing Member
DCI Group AZ, L.L.C.



Donald Pondgrace
Akin Gump Strauss Hauer & Feld LLP



Service Work Order

This Service Work Order ("Order") is issued and executed pursuant to the previously executed Letter Agreement ("Agreement") between DCI Group AZ, L.L.C. ("DCI AZ") and Akin Gump Strauss Hauer & Feld LLP. This Order shall be governed by the terms outlined below as well as the terms of the Agreement and shall constitute an integral part thereof. If any terms in this Order conflict with the terms of the Agreement, the terms of this Order shall supersede the terms of the Agreement and govern solely for the engagement covered by this Order.

Client Information

Akin Gump Strauss Hauer & Feld LLP
Mr. Scott Parven
1333 New Hampshire Avenue NW
Washington, DC 20036

Term

Effective Date of this Order: June 12, 2015
Termination Date of this Order: September 12, 2015

Project Specifications

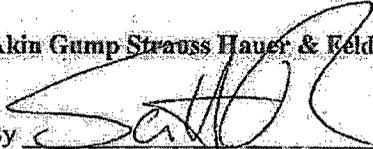
Brief Description of Services to be Performed: Providing public affairs services to Akin Gump Strauss Hauer & Feld LLP for the Embassy of Japan.

Compensation & Invoicing

\$30,000.00 per month; \$90,000.00 total compensation

The undersigned have executed this Order as of the Effective Date listed above.

Akin Gump Strauss Hauer & Feld LLP

By 
Scott Parven

DCI Group AZ, L.L.C.

By 
Brian McCabe, Managing Member

E-mail or mail signed Order to:

Rebecca Neville, Project Coordinator
rneville@dcigroup.com
DCI Group AZ, L.L.C.
1828 L Street NW, Suite 400
Washington, D.C. 20036

Mail Invoice to:

DCI Group AZ, L.L.C.
Attn: Carrie Diamond
1828 L Street, NW, Suite 400
Washington, DC 20036