



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is effective as of the 1st day of April 2003, by and between **RON OBER** ("Consultant") and **THE CONSULATE GENERAL OF JAPAN at LOS ANGELES, CALIFORNIA** ("Client").

R E C I T A L S:

- A. Consultant is in the business of providing consulting, business advisory and public affairs services to individuals, businesses, organizations, and governmental entities.
- B. Client is engaged in the business of representing of the interests of the Japanese government.
- C. Client desires to engage the services of Consultant, and Consultant desires to accept such engagement, on the terms and conditions set forth herein.

AGREEMENTS:

1. During the term of this Agreement, Consultant shall, at the direction of the Client, provide the following services:
 - a) Monitor Arizona state legislation and other state government activities with a significant impact on U.S. / Arizona-Japan political and economic relations.
 - b) Provide monthly reports to the Client on important developments in Arizona's political economy and related matters that may be of interest to Client.
 - c) Render advisory services and give Client the benefit of its knowledge, skills and experience.
2. Limitation on Services/Relationship of Parties:
 - a) Nothing in this Agreement shall be construed to create a joint venture, partnership, employer-employee relationship, or other association of any kind between Consultant and Client. Consultant's relationship to Client shall be solely that of an independent contractor.
 - b) Consultant shall perform all activities under this Agreement in compliance with all applicable laws, rules, and regulations.
 - c) Consultant does not guarantee the success or results of any act undertaken on behalf of Client or of any advice provided to Client. Client acknowledges and agrees that the discretion to accept or disregard Consultant's advice or recommendations rests with Client, and Client waives and relinquishes any claims it might otherwise possess against Consultant based upon the failure of Consultant, or Consultant's advice if implemented, to achieve a result desired by Client.
 - d) Client acknowledges that Consultant may currently and will, throughout the term of this Agreement, render consulting services to other individuals and entities. Consultant acknowledges that it will not, throughout the term of this Agreement, render consulting services to other individuals and entities with whom Consultant is aware to be in direct competition with Client, without Client's prior approval.
 - e) Client acknowledges that Consultant may use Client's name for references, but not in publications including, but not limited to, brochures web sites and advertisements.
 - f) Confidential information regarding the activities of the Client shall not be disclosed.

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3. Duration: The "Term" of this Agreement shall be effective April 1, 2003, and shall continue until March 31, 2004.
4. Fee: For services rendered pursuant to this Agreement, Client shall pay to Consultant six hundred dollars (\$600.00) per month. Client shall pay Consultant the consulting fee on a monthly basis upon receipt of a statement. Said Fee shall include cost of FARA registration, and unless expressly agreed to by Client in advance, all expenses incurred by Consultant shall be borne by Consultant and shall not be subject to reimbursement by client.
5. Assignment: This Agreement may not be assigned in whole or in part by Consultant. Notwithstanding the above, Client agrees that Consultant's company (Policy Development Group, Inc.) will perform the services described in **section 1** and file the FARA registration.
6. Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. No provision of this Agreement shall be amended, modified, or waived except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of April 1, 2003.

Client:

CONSULATE GENERAL OF JAPAN

By 

Masaharu Kohno
Consul General

Date Signed: 5/5, 2003

Address for Notices:

350 S. Grand Avenue, Suite 1700
Los Angeles, CA 90071

Consultant:

RON OBER

By 

Ron A. Ober

Date Signed: 4/30, 2003

Address for Notices:

5110 N. Central Avenue, Suite 300
Phoenix, AZ 85012

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