

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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 FGS Global (US) LLC (FKA FGH Holdings LLC)	2. Registration Number 5666
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3. Primary Address of Registrant
 1299 Pennsylvania Ave. NW, 12th Floor, Washington, DC 20004

4. Name of Foreign Principal Office of the Prime Minister, Japan (on behalf of Dentsu Inc.)	5. Address of Foreign Principal 2 Chome-3-1 Nagatacho, Chiyoda City Tokyo JAPAN 100-0014
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6. Country/Region Represented
 JAPAN

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
 office of the Prime Minister
- b) Name and title of official(s) with whom registrant engages
 Noriyuki Shikata, Cabinet Secretary for Public Affairs

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. 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.

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

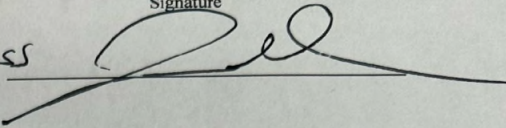
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
02/21/2025	Joshua Gross	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Joshua Gross
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" value="Sign"/> _____

EXECUTION

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Date	Printed Name	Signature
2/10/25	JOSHUA GROSS	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 <https://www.fara.gov>.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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

FGS Global (US) LLC (FKA FGH Holdings LLC)

2. Registration Number

5666

3. Name of Foreign Principal

office of the Prime Minister, Japan (on behalf of Dentsu Inc.)

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/09/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

FGS Global's duties shall include strategic communications counsel and support. The work is to be performed pursuant to the attached work order.

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

FGS Global's duties shall include strategic communications counsel and support.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Some of the registrant's activities may include public relations efforts and the dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

FGS Global has provided strategic communications counsel and support, including public relations advice, to promote the foreign principal's relations with the U.S. Prior to the date of registration, FGS Global has made no contacts to U.S. government officials or U.S. media representatives on behalf of the foreign principal.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
No Political Activity Contacts to Report			

12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

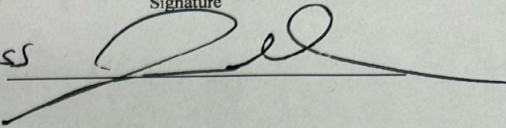
EXECUTION

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Date	Printed Name	Signature
02/21/2025	Joshua Gross	<input type="text" value="Sign"/> /s/Joshua Gross
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
2/10/25	JOSHUA GROSS	
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Japanese document translated to English for filing purposes)

Contract

Minoru Kitamura, Minister for Internal Affairs of the Cabinet Office (Party A), and Yasumasa Yamaguchi, President and CEO of Dentsu PR Consulting Inc. (Party B), have entered into a contract for the implementation of the government's international public relations activities for FY2024. Under the public relations theme of "Promoting and Disseminating Understanding of Japan's Strategic Messages in FY2024" (Implementation of Strategic International Public Relations using Various Public Relations Tools) (strategic external communications using PR consultancies and third parties in Japan and overseas), a contract is executed on the basis of the following provisions.

(Purpose of the Contract)

Article 1: Party B shall perform services based on the separate "Specification Document," and Party A shall compensate Party B accordingly.

(Contract Amount)

Article 2: The contract amount shall be XXXXXXXXXXXX yen

(of which consumption tax and local consumption tax amount to XXXXXXXXXXX yen).

2 The consumption tax and local consumption tax specified in the previous paragraph shall be the amount calculated by multiplying the contract amount by 10/110, pursuant to Articles 28, paragraph 1 and 29 of the Consumption Tax Act, and Articles 72-82 and 72-83 of the Local Tax Act.

(Contract Period)

Article 3: The contract period shall be from April 1, 2024 to March 31, 2025.

(Contract Security Deposit)

Article 4: The security deposit for the contract shall be exempted.

(Performance Location)

Article 5: The location designated by Party A.

(Transfer of Rights and Obligations)

Article 6: Party B shall not transfer or assign to a third party any or all of the rights and obligations arising from this contract without obtaining the consent of Party A.

(Restrictions on Subcontracting)

Article 7: Party B shall not delegate or subcontract all or a major portion of the work to a third party. However, this shall not apply to cases where the work involves acting as an intermediary between media companies (such as TV stations, newspapers, or other owning advertising platforms) and Party A, including the purchase of advertisement space from media companies at Party A's request.

2 When it is necessary to delegate or subcontract a portion of the work to a third party (hereinafter referred to as "subcontracting") to achieve the project's objectives, Party B must submit a written document (in a format specified by Party A) detailing the subcontractor's address, name, scope of subcontracted work, necessity of subcontracting, and contract amount through the department director to Party A for approval. However, this requirement does not apply if the subcontractor is already listed in the proposal. The same applies when subcontracting involves multiple tiers, such as when a subcontractor further subcontracts the work. However, minor subcontracting that does not affect the core of the work, such as printing and binding

(Japanese document translated to English for filing purposes)

- costs, lease fees, translation fees, and venue rental fees, does not require approval.
- 3 The same procedure shall apply when any modifications to the submitted document are necessary.
 - 4 In cases where Party B subcontracts to a third party pursuant to the provisions of the preceding two paragraphs, the actions of the subcontractor (including subcontractors in multiple stages of subcontracting; the same shall apply hereinafter) shall be deemed to be actions of Party B. Additionally, the subcontractor shall bear the same obligations as those borne by Party B under this contract.

(Performance Obligation)

Article 8: Party B shall properly perform duties in accordance with instructions from Party A or officials designated by Party A, ensuring that there is no impediment to the execution of the work.

(Supervision)

Article 9: Party A may, in order to ensure proper performance of this contract, have officials designated by Party A (hereinafter referred to as "Supervising Officials") supervise Party B's work and issue necessary instructions based on the provisions of Article 29-11, Paragraph 1 of the Accounting Act (Act No. 35 of 1947, hereinafter referred to as the "Act").

- 2 Party B must comply with the supervision or instructions of the Supervising Officials mentioned in the preceding paragraph.

(Inspection)

Article 10: When the work is completed, Party B must undergo inspection by Party A or officials designated by Party A (hereinafter referred to as "Inspection Officials") based on the provisions of Article 29-11, Paragraph 2 of the Act (Act No. 35 of 1947).

- 2 The Inspection Officials must conduct the inspection within 10 days from the date of receiving the report mentioned in the preceding paragraph.
- 3 If any item fails the inspection under the preceding paragraph, Party B must take measures for repair or replacement and undergo re-inspection by the deadline specified by Party A.
- 4 The costs required for inspection shall be borne by Party B.

(Notification of Inspection Results)

Article 11: Party A must promptly notify Party B when the inspection under the preceding article has been completed.

(Settlement of Contract Amount)

Article 12: Upon receiving the notification mentioned in the preceding article, Party B must promptly submit to Party A settlement documents (such as receipts) with supporting evidence for the items requiring settlement as specified in the specifications, and request confirmation from Party A.

- 2 Party B may omit the submission of all or part of the supporting documents when approved by Party A.
- 3 In cases where Party B is permitted to omit the submission of supporting documents under the preceding paragraph, Party B must keep these documents for 5 years starting from April 1 of the fiscal year following the date of such approval, and present the originals without delay when requested by Party A.
- 4 When settlement documents are submitted under Paragraph 1, Party A shall determine the payment amount within the contract amount and notify Party B.

(Invoice)

Article 13: When Party B receives the notification under Article 12 and Paragraph 4 of the preceding article, Party B shall request payment from the Disbursement Officer, Director of the Accounting Division, Minister's Secretariat, Cabinet Office (hereinafter referred to as the "Disbursement Officer") in accordance with the procedures specified by Party A. 2. Any fraction less than one yen in the requested amount shall be truncated.

- 2 Any fraction less than one yen in the requested amount shall be rounded down.
- 3 When the Disbursement Officer receives a valid payment request under Paragraph 1, the

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payment must be made within 30 days from that date.

(Delayed Payment Interest)

Article 14: When Disbursing Officer fails to complete the payment of the said amount within the period specified in Paragraph 3 of the preceding Article, the Disbursing Officer must pay Party B late payment interest calculated by applying the rate specified in the "Determination of the Rate of Delay Interest for Late Payment of Government Contracts" (Ministry of Finance Notification No. 991 of December 1949) to the requested amount for the number of days from the day following the due date of payment until the day of payment.

- 2 When the amount of delayed payment interest calculated under the preceding paragraph is less than 100yen, payment of late payment interest shall not be required, and if there is a fraction less than 100 yen in that amount, such fraction shall be truncated.

(Late delivery charge)

Article 15: When Party B acknowledges that it cannot complete the work within the period specified by Party A, Party B shall promptly submit a written document to Party A clarifying the reason for the delay and the expected completion date, and shall receive instructions from Party A.

- 2 When Party A receives the written document as specified in the preceding paragraph, Party A may, after review, approve an extension of the deadline with the collection of late delivery charge if there is a prospect of completion after the deadline. However, if the cause of the delay is due to unavoidable circumstances such as natural disasters, Party B may request exemption from the late delivery charge by attaching the reason.
- 3 The late delivery charge specified in the preceding paragraph shall be calculated by multiplying the contract amount (if there has been a change in the contract amount after the conclusion of this Agreement, the changed contract amount) by an annual rate of 3.0%.

(Penalty)

Article 16: Party A may terminate this contract when Party B fails to fulfill the performance obligations under this contract or when there is misconduct (excluding misconduct stipulated in Article 17). In this case, Party A may collect 10 percent of the contract amount (or the modified contract amount if the contract amount has been changed after the conclusion of this contract) as a penalty from Party B.

- 2 The penalty specified in the preceding paragraph shall not be combined with an agreed compensation for damages or part thereof.

(Bid Rigging and Other Misconduct)

Article 17: Contract terms regarding bid rigging and other misconduct shall be in accordance with Attachment 1 "Special Terms for Bid Rigging and Other Misconduct."

(Exclusion of Organized Crime Groups)

Article 18: Contract terms regarding the exclusion of organized crime groups shall be in accordance with Attachment 2 "Terms for the Exclusion of Organized Crime Groups."

(Risk of Loss)

Article 19: All damages incurred before receiving the inspection completion notification specified in Article 11 shall be borne by Party B.

(Liability for non-conformity)

Article 20: When the deliverables do not conform to the terms of this contract (except in cases where Party A was aware of the non-conformity prior to the execution of this contract), Party A may request Party B to complete the non-conformity by repairing the deliverables. However, Party B may complete performance by a method different from that requested by Party A when it does not impose an unreasonable burden on Party A.

- 2 In the case specified in the preceding paragraph, if Party A has set a reasonable period for the completion of performance and Party B fails to complete the remediation within that period, Party A may request a reduction in the contract price in proportion to the degree of non-conformity.

(Japanese document translated to English for filing purposes)

3 In the case specified in Paragraph 1, Party A may claim damages or terminate this contract.

(Confidentiality)

Article 21: Party B or its employees shall not disclose information obtained during the performance of this contract to others or use it for other purposes.

(Termination of Contract)

Article 22: Party A may terminate this contract when Party B falls under any of the following items:

- (1) When either Party A or Party B requests termination of this contract due to natural disasters or other unavoidable circumstances.
- (2) When it is clearly recognized that Party B does not fulfill, or is not expected to fulfill, the obligations specified in this contract.
- (3) When Party B or its employees violate the provisions specified in this contract or commit improper acts.

(Resolution of Disputes)

Article 23: This contract shall be governed by the laws of Japan. Any disputes arising in connection with this contract shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

(Supplementary Provisions)

To certify this contract, two copies of this document shall be prepared, signed and sealed by the parties, and each party shall retain one copy.

April 1, 2024

Party A:

1-6-1 Nagatacho, Chiyoda City, Tokyo
Expenditure Officer
Director for Accounting, Minister's Secretariat, Cabinet Office
Minoru Kitamura

Party B:

1-8-1 Higashi-Shimbashi, Minato City, Tokyo
PR Consulting Dentsu Inc.
President and Executive Officer,
Yasumasa Yamaguchi

Work Order

To: FGS Global G.K.
Atago Green Hills Mori Tower 27th Floor
2-5-1 Atago, Minato-ku Tokyo 105-6227

January 21, 2025
Order No. H25010649-2

From: Dentsu PR Consulting
HQ: 1-8-1, Higashi-shimbashi, Minato-ku,
Tokyo 105-7001
Kansai Office: 3-2-4, Nakanoshima, kita-ku,
Osaka City, Osaka 530-8228
po@group.dentsuprc.co.jp

The order will be placed as follows (if we do not hear from you within a certain period of time after sending the order, we will assume that it has been confirmed).

Subject	Creating materials for use by Cabinet Office communications officers.		
(Details)	Creating materials for use by Cabinet Office Communications officials in relation to Prime Minister Ishiba's visit to the United States.		
	Creating materials for use by Cabinet Office Communications officials accompanying visits to the United States.		
	(Work for the Cabinet Office)		
	Amount	¥10,000,000	Scheduled work completion and delivery date
Tax	¥1,000,000	Place of delivery	
Total Amount of Wrok Order	¥11,000,000	Date of estimate issue	2025/01/09
Payment Conditions	Payment terms and conditions are as stated in the current "Payment Terms and Conditions".		
<Notes>			

The amount stated on the purchase order is calculated based on the work expected at the time of the order, and the amount actually invoiced for changes to the work content, etc., may change. After delivery is complete with this content and amount, please return the accompanying delivery note and work completion notice. If there are any changes to the content, amount, etc., we will send you a revised purchase order based on the revised estimate that we will send you at the time of the change. After delivery is complete, please return the revised delivery note and work completion notice, and destroy the delivery note and work completion notice that were sent with this time's delivery.