

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>.

**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: <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 in print and online at: <https://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, 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  Marathon Strategies LLC	2. Registration No.  6289
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3. Name of Foreign Principal

Consulate-General of Japan NY

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.

This amendment is to give notice of a change to Exhibit B filed with respect to the Consulate-General of Japan NY. Registrant has entered into a supplemental written engagement with this principal dated March 24, 2020.

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

Public Affairs and media relations.

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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.

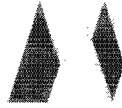
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### EXECUTION

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
April 29, 2020	Phil Singer, CEO	/s/ Phil Singer <span style="float: right;">eSigned</span>

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.



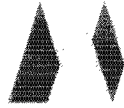
## **CONSULTING SERVICES AGREEMENT**

Consulting Services Agreement (this “Agreement”) dated as of March 24, 2020, and effective as of April 1st, 2020 (the “Effective Date”), by and between MARATHON STRATEGIES, LLC, a New York limited liability company (hereinafter referred to as the “Consultant”) and the undersigned client CONSULATE-GENERAL OF JAPAN IN NEW YORK/JAPEN INFORMATION CENTER (hereinafter referred to as the “Client”).

1. **Services.** Client hereby engages Consultant to perform, and Consultant agrees to provide, consulting services, including those services, if any, described on **Schedule A** hereto and those that may hereafter be agreed upon between the parties in writing (collectively the “Services”). In performing the Services, Consultant may examine correspondence, agreements, corporate records, websites, certificates of public officials and other documents (collectively, “Documents”) as Consultant deems necessary or advisable in order for it to perform the Services. Consultant shall take reasonable measures to verify independently the representations or statements contained in such Documents, but cannot be a guarantor of their accuracy. Consultant agrees to perform the Services in a professional and confidential manner in accordance with all prevailing industry standards.

2. **Consulting Period.** The term of Consultant’s engagement to perform Services under this Agreement (the “Consulting Period”) commenced on the Effective Date and shall continue in force until March 31<sup>st</sup>, 2021. In the event of a material breach or default by either party in the performance of its obligations under this Agreement, including, without limitation, any payment default, the non-breaching party shall have the right to terminate the Consulting Period following not less than fifteen (15) days prior written notice to the other party reasonably specifying the alleged actions constituting the breach or default and identifying the section or sections of this Agreement claimed to be breached, and the failure of such party to cure such breach or default within such fifteen (15) day period.

3. **Consulting Fee.** During the Consulting Period, Client agrees to pay to Consultant for its Services the sum of \$11,845 per month plus expenses for services outlined in **Schedule A**, which fee shall be payable monthly on the first business day of each month, for the services rendered in the previous month, during the Consulting Period. Invoices are payable 15 days from receipt. If the Consultant’s time associated with delivering the scope of services consistently exceeds the number of hours used to determine the retainer fee, Client agrees to review and mutually agree with Consultant a fee revision. Any proposed fee increase will be advised in writing by Consultant not later than fifteen (15) days prior to the commencement of the month in which such increases is to take effect.

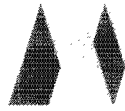


4. Expenses. Client shall promptly reimburse Consultant for all reasonable and documented out-of-pocket expenses and disbursements incurred by Consultant in connection with Consultant's performance of the Services, including, but not limited to, printing, media monitoring, taxis, hotel accommodation and travel expenses. For any expense in excess of US\$500, Consultant will seek Client's prior approval.

5. Confidentiality. During the course of the Engagement Period, Consultant may have access to, and shall assist in developing, material non-public information that has been identified as being confidential or which a reasonable person would conclude was confidential or proprietary in nature (collectively, "Confidential Information"). Consultant agrees to keep all Confidential Information in strict confidence and shall treat such Confidential Information with at least the same degree of care as it treats its own Confidential Information. Consultant shall not use or disclose any Confidential Information, except on a need to know basis to its employees, subcontractors and agents (each a "Restricted Person") who are themselves assisting Consultant in the performance of the Services and who are under written confidentiality obligations. Consultant's confidentiality obligations under this Section 5 are in addition to, and not in substitution for, any undertakings by Consultant under any standalone confidentiality agreement that may be required by Client.

6. No solicitation. Client covenants and agrees that, during the Consulting Period and continuing for a period of twelve months following the last day of the Consulting Period, Client shall not, without Consultant's prior written consent, which consent may be withheld or conditioned at the sole and absolute discretion of Consultant, directly or indirectly: (a) recruit, solicit, or cause or authorize to be solicited for employment or engagement as an independent contractor any Restricted Person; (b) induce or attempt to induce any Restricted Person to cease to be employed (or otherwise engaged) by the Consultant; or (c) employ, hire or engage, or cause to be employed, hired or engaged, as an employee, director, officer, partner, member, manager, consultant, agent, independent contractor or in any other capacity, any Restricted Person.

7. No Disparagement. Each party agrees that neither it, nor any of its owners, directors, officers or executive level employees, will, directly or indirectly, take any action or make or publish any comment that is defamatory, disparaging or otherwise critical of the other party or such other party's directors, officers, members (including, without limitation, Phil Singer) and managers, or the operations, business, or business practices of any Protected Person, or that would otherwise tend to have an adverse effect (including any activities in the field of online reputation management) upon the business interests or reputation of any Protected Person. The foregoing restriction shall continue



to apply both during and forever following the expiration, for any reason, of the Consulting Period.

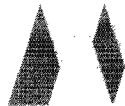
8. Indemnification. Consultant agrees to indemnify and hold harmless Client from and against third party claims based upon or arising from the gross negligence or willful misconduct of Consultant in providing the Services; except that, notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, in no event shall Consultant's indemnification obligations under this Agreement (and/or other obligations under any other agreement between the parties) exceed the total aggregate fees actually paid to Consultant under Section 3 of this Agreement. Client agrees to indemnify and hold harmless Consultant (including its personnel), to the fullest extent lawful from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, process (including without limitation subpoenas), proceedings and investigations in respect thereof, to which any Consultant (including its personnel) may become subject, arising out of or in connection with our engagement under, or any matter referred to, in this agreement to and to periodically reimburse Consultant for its legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, process (including without limitation subpoenas), proceeding or investigation. Client shall not be responsible to indemnify Consultant for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by Consultant due to its gross negligence, willful misconduct or bad faith. To the extent that any prior payment Client made to Consultant is determined to have been improper by reason of such Consultant's gross negligence, willful misconduct or bad faith, Consultant will promptly pay Client such amount

9. Independent Contractor. The relationship created hereunder between the Client and Consultant shall be solely that of independent contractors entering into an agreement. Neither party shall make any representation or assertion or take any actions which could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties. Neither party shall have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

10. Specific Performance. Without intending to limit the remedies available to the parties hereto, each party acknowledges that a breach of any of the agreements and other promises set forth in sections 5, 6 and/or 7 of this Agreement may result in material and irreparable injury to any other party for which there is no adequate remedy at law, and that it may not be possible to measure damages for such injuries with reasonable certainty. In the event

Marathon Strategies 38 East 29<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, NY 10016 (212) 960-8120

[www.marathonstrategies.com](http://www.marathonstrategies.com)



of such a breach or threat thereof, the aggrieved party shall be entitled to obtain preliminary and/or permanent injunctions or such other relief as may be required to specifically enforce any of the promises and other covenants of the other party under sections 5, 6 and/or 7 of this Agreement.

11. Mediation. The parties agree that, except for actions solely seeking specific performance of the obligations of the parties under sections 5, 6 and/or 7 of this Agreement, any dispute, difference or controversy arising under this Agreement shall be submitted to non-binding, confidential mediation by a private mediator mutually agreed upon by the parties. Such mediation shall be a precondition of bringing suit on this Agreement.

12. Miscellaneous. The internal laws of the State of New York shall govern the provisions of this Agreement. If any provision of this Agreement is found to be illegal or invalid, such provision will be modified to the extent necessary to comply with applicable law and refashioned to best approximate the original intent of the parties, and the remaining provisions shall remain in full force and effect in accordance with their terms. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. This Agreement may be amended or modified only by a written instrument duly executed by both parties. This Agreement may be executed in counterparts and may be delivered via pdf, facsimile or by other electronic means.


Dated and effective as of the dates first above written.

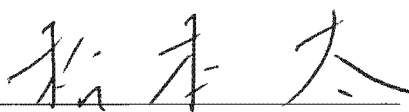
**CONSULTANT**

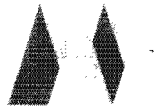
**CLIENT**

MARATHON STRATEGIES, LLC

CONSULATE-GENERAL OF JAPAN IN  
NEW YORK/JAPEN INFORMATION  
CENTER

By:   
Phil Singer, its authorized agent

By:   
Name: Futoshi MATSUMOTO  
Title: Deputy Chief of Mission  
Consulate General of Japan  
in New York



## **SCHEDULE A:**

This Statement of Work represents an agreement between CONSULATE-GENERAL OF JAPAN IN NEW YORK/JAPEN INFORMATION CENTER (Client) and Marathon Strategies (Consultant). The purpose of this agreement is to develop and execute a public affairs strategy that will advance the organizations' goals.

Consultant will provide the following services:

### *1. Key Influencer/Stakeholder Mapping and Outreach*

- Identify and reach out to influencers/stakeholders in the New York region and nationally on specific issues of interest to the Client.
- Schedule at least one meeting a month with journalists and the Consulate. Draft briefings for meetings with key influencers/stakeholders. Briefings will include meeting details, a brief professional biography, and relevant and recent reporting (when applicable). Meeting briefings with journalists at top NY outlets that the Consulate has identified, including the New York Times, Wall Street Journal, Reuters, Associated Press, and Bloomberg, will include anticipated tough questions.

### *2. Strategic Media Counsel*

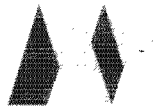
- Develop two targeted media lists per month for Consulate events and other outreach opportunities.
- Provide counsel on placing op-eds and letters-to-the-editor. This includes editorial advice, research to determine strategic placement, and direct communication with appropriate editors/news outlets.
- Advise Consulate on mitigating, managing, and responding to issues of concern.

### *3. Client Meetings*

- Lead an in-person briefing with senior Client staff once a month to discuss recent events in U.S. news related to Japan and general emerging issues with the Client.
- Prepare a meeting agenda prior to the meeting.

### *4. Media Monitoring and Analysis*

- Monitor news of day from New York media under the Consulate's jurisdiction, including the New York Times, Reuters, Wall Street Journal, Associated Press, and Bloomberg.



- Provide alerts on notable criticism from New York media under the Consulate's jurisdiction.
- Weekly media report that updates the Consulate on the top 3 news stories covered in U.S. media that week.

*5. Research Reports*

- Produce up to three research reports into media outlets, journalists, or specific issues requested by the Consulate.

Pricing. The Customer shall pay the Service Provider \$11,845 per month for services provided during the duration of the contract.