

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 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 .49 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 and Address of Registrant

Comeau & Company LLC

2. Registration No.

6666

3. Name of Foreign Principal

Embassy of Japan

4. Principal Address of Foreign Principal

2520 Massachusetts Avenue NW, Washington, DC 20008

5. Indicate whether your 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:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:**a) Branch or agency represented by the registrant**

Embassy of Japan

b) Name and title of official with whom registrant deals

Kenichiro Mukai, Minister and Head of Chancery for the Embassy of Japan

7. If the foreign principal is a foreign political party, state:**a) Principal address**

N/A

b) Name and title of official with whom registrant deals**c) Principal aim**

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.

8. 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.

N/A

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"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. 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.

N/A

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 A 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 A	Name and Title	Signature
April 18, 2019		/s/ Maia Comeau eSigned

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 Comeau & Company LLC	2. Registration No. 6666
3. Name of Foreign Principal Embassy of Japan	

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.

See attached agreement. Registrant will provide strategic counsel on issues of importance to the Principal. Registrant will also assist the Principal in planning events and meetings between the Principal and U.S. Congressional Members and staff. Registrant's work is also anticipated to include outreach to U.S. Congressional Members and staff and relevant private sector organizations.

The agreement provides for payment up to \$234,000.00, to include a monthly retainer, administrative staff costs, and event expenses.

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

See attached agreement. Registrant will provide strategic counsel on issues of importance to the Principal. Registrant will also assist the Principal in planning events and meetings between the Principal and U.S. Congressional Members and staff. Registrant's work is also anticipated to include outreach to U.S. Congressional Members and staff and relevant private sector organizations.

The agreement provides for payment up to \$234,000.00, to include a monthly retainer, administrative staff costs, and event expenses.

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.

See attached agreement. Registrant will provide strategic counsel on issues of importance to the Principal. Registrant will also assist the Principal in planning events and meetings between the Principal and U.S. Congressional Members and staff. Registrant's work is also anticipated to include outreach to U.S. Congressional Members and staff and relevant private sector organizations.

The agreement provides for payment up to \$234,000.00, to include a monthly retainer, administrative staff costs, and event expenses.

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 18, 2019		/s/ Maia Comeau 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.

Agreement

Embassy of Japan to the United States of America (hereafter referred as A), acting on behalf of the Government of Japan and Maia B. Comeau with Comeau & Company (formerly Disruptive Strategies) (hereafter referred as B) have agreed as follows with respect to services in connection with US Congressional matters of interest to A (hereafter referred to as activities)

Article 1

A requests B to act as a Congressional Consultant for A as per the attached outline of Congressional Consultancy Service.

Article 2

B is an independent contractor of A, and any commitments made between B and any other person(s) shall not bind A, except whenever A has given B special authority to do so.

Article 3

- (1) At the request of A, B shall make a report of its activities upon completion of each event.
- (2) The aforementioned report shall include all activities provided in Article 1.

Article 4

The period of proposed activities of this contract shall be from April 1, 2019 to March 31, 2020.

Article 5

The fee for the service will be up to \$234,000.00 for the period provided in Article 4. See outline for budget breakdown. The payment shall be invoiced by B upon completion of each event. The payment shall take place upon receipt of an activity report and shall be due within thirty (30) days of receipt.

Article 6

Except as required by Article 7, while pursuing its activities in accordance with this contract, B must not disclose to third parties confidential information or instructions

provided by A, or provided by others for communication to A.

Article 7

B must act in accordance with the relevant laws and regulations set forth by the Government of the United States, when pursuing its activities in accordance with this contract.

Article 8

If A deems B to have breached this contract, A may refuse to pay a part or the full amount of the contract value, or may seek return of payment.

Article 9

No security deposit shall be required.

Article 10

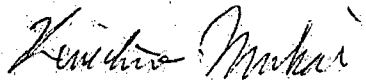
Any matters arising out of or in connection with this contract shall be resolved through consultation between A and B.

Article 11

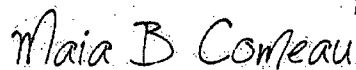
Notwithstanding the foregoing provisions, either party may cancel this contract by issuing notification 30 days in advance.

In witness thereof, the parties hereto have caused this contract to be executed in duplicate originals, one original to be retained by each party.

Executed this 1st day of April, 2019.



Kenichiro Mukai (A)
Minister and Head of Chancery
for the Embassy of Japan



Maia B. Comeau (B)

Comcau & Company

