

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 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 .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 Echelon Insights, LLC	2. Registration Number 7581
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3. Name of Foreign Principal  
Embassy of Japan in the United States of America

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? 06/27/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Echelon will provide the Embassy of Japan with monthly briefings on polling data related to American public opinion.

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

Echelon will provide the Embassy of Japan with monthly briefings on polling data related to American public opinion.

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

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.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes  No  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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.

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> 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  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 register<sup>4</sup> 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  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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**

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
07/07/2025	kristen Soltis Anderson	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Kristen Soltis Anderson
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 959 758" 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
<u>2025-07-07</u>	<u>Kristen Soltis Anderson</u>	<u><i>Kristen Soltis Anderson</i></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

## Master Services Agreement

June X, 2025

THIS AGREEMENT is made and entered into by and between Echelon Insights, a Virginia limited liability company ("ECHELON") & the Embassy of Japan in Washington, DC ("CLIENT").

ECHELON and CLIENT agree as follows:

### Section 1. Engagement

CLIENT hereby engages ECHELON to provide to CLIENT, and ECHELON agrees to provide to CLIENT under the terms and conditions of this Agreement, the services described in the Scope of Work attached hereto and incorporated by this reference (hereinafter the "Services"). ECHELON shall exercise due diligence and shall perform the Services in a professional manner. References in this Agreement to the "Project" or "Work Product" shall mean the work products and deliverables as detailed in the Scope of Work and as further defined herein.

### Section 2. Company Representative

CLIENT's principal contact within ECHELON shall be the person indicated in the Scope of Work as "Company's Representative."

### Section 3. Payment

ECHELON shall be compensated by CLIENT for the Services in accordance with the rate and/or method of compensation set forth in the Scope of Work. Upon completion of the Services (or if the Scope of Work provides for a progress payment method of compensation), ECHELON shall invoice CLIENT for any balance due for the Services, and CLIENT shall pay such invoice within thirty (30) days of billing.

Unless as otherwise stated in the Scope of Work, CLIENT shall reimburse ECHELON for all pre-approved out-of-pocket expenses (including travel, accommodations and shipping expenses) incurred in connection with the Services. All such fees and reimbursable expenses shall be invoiced by ECHELON, accompanied by appropriate documentation, on a quarterly basis and shall be payable by CLIENT within thirty business days of billing.

Any and all rights granted to CLIENT pursuant to Section 8 below shall be transferred and enforceable only upon full and final payment by CLIENT as detailed in this Section 3 and the Scope of Work.

### Section 4. Exclusions from Basic Services & Project Modifications

Any necessary additions and/or alterations to the Project outside of the Scope of Work ("Project Modifications") necessitated by CLIENT's actions, non actions or upon ECHELON's request may be accepted or declined by ECHELON in its sole but reasonable discretion. ECHELON shall always work in good faith and use best efforts to reach a mutually beneficial fee arrangement for all such Project Modifications.

Project Modifications will be billed in accordance with additional terms and prices as the parties may mutually agree in a written change order. ECHELON shall always give CLIENT Representative notice and reasonable time to respond to said notice prior to CLIENT accruing any additional charges for a Project Modification.

### Section 5. Cancellation of Services

CLIENT may terminate the performance of all or any portion of the Services to be provided hereunder upon thirty (30) days prior notice to ECHELON stating (i) its intention to terminate, (ii) specifying the portion of the Services to be terminated and (iii) the date upon which such termination shall be effective. If this Agreement is terminated hereunder, ECHELON shall invoice CLIENT for all work performed and reimbursable expenses incurred through the effective date of termination, which shall be payable within thirty business days of billing. Further, in the event CLIENT terminates this Agreement without cause, it shall pay to ECHELON an amount equal to the next progress payment due, if any, as if this Agreement was never terminated.

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**Section 6. Term of Agreement; Termination**

The term of this Agreement shall be the period set forth in the Scope of Work, subject to Section 5 above. The provisions of Sections 7 through 14 of this Agreement shall survive the termination or expiration of this Agreement.

**Section 7. Confidentiality**

ECHELON agrees to hold all Confidential Information of CLIENT (or other parties whose Confidential Information CLIENT has in its possession under obligations of confidentiality) in trust and confidence and, except as may be authorized by CLIENT in writing, shall not use for any purpose other than the performance of the Services under this Agreement, nor disclose such Confidential Information to any person, Company or entity.

As used herein, "Confidential Information" shall mean all information, regardless of the form in which it is transmitted, relating to CLIENT's (or other parties' whose information CLIENT has in its possession under obligations of confidentiality) past, present or future research, development, operating and business plans, operations or systems which are disclosed by CLIENT to ECHELON pursuant to this Agreement; provided, however, that Confidential Information shall not include and ECHELON will not be liable for disclosure of any information received by ECHELON under this Agreement if:

- (a) Information is generally available to or known to the public;
- (b) The information was known by ECHELON prior to the performance of any services by ECHELON for CLIENT; or
- (c) The information was disclosed to ECHELON by a third party under no obligation of confidentiality to CLIENT.
- (d) The information was developed by ECHELON as a result of the work performed under this agreement.

**Section 8. Proprietary Rights, Licensing, and Attribution Requirement**

Subject only to certain ECHELON developer rights (the "Developer Materials") detailed in subsection (b) below, the Work Product created for CLIENT hereunder shall be the sole and exclusive property of CLIENT and all rights, title and interests in the Work Product shall vest in CLIENT upon payment in full by CLIENT under the terms and conditions as outlined in this Agreement and the Scope of Work, which are as follows:

- (a) All original analysis techniques and methodologies created or used by ECHELON for CLIENT are the property of ECHELON and ECHELON shall have the right to obtain and hold copyrights, patents and trademark registrations for the Developer Materials and all elements thereof excepting only elements already in the public domain, pre-existing source code or open source code.
- (b) "Developer Materials" are defined as the following:
  - i. Source code, including the software libraries and scripts used in the design, development and implementation of the Work Product.
  - ii. Any original and unique techniques, methods, text, visual displays or other works of authorship related to the display, utilization, and analysis contained within or used for the creation of the Work Product that are owned or licensed by CLIENT.

ECHELON hereby grants CLIENT and CLIENT hereby accepts a perpetual, royalty-free, non-exclusive, assignable, non-cancellable license to use the Developer Materials as part of the Work Product and as described in the Scope of Work.

Licensees may copy, distribute, display and perform the work and make derivative works based on it only if they give ECHELON attributive credit for proprietary analysis.

### **Section 9. Data Rights and Usage**

Any data or other materials furnished by CLIENT for use by ECHELON in connection with the Services shall remain the sole property of CLIENT and will be held in trust and confidence by ECHELON in accordance with Section 7. CLIENT may obtain the return of CLIENT data or other materials furnished to ECHELON upon written notice to ECHELON requesting such return, and in any event ECHELON shall return such data or materials upon termination of this Agreement.

### **Section 10. Disclaimer and Limitation of Liability**

(a) CLIENT's sole remedy and ECHELON's sole obligation with respect to any claims, whether in contract, tort (including negligence or product liability), or otherwise, arising out of or related to this Project shall be governed by this Agreement, and in all cases such remedy (and ECHELON's sole obligation) shall be limited to money damages not exceeding the fees paid to ECHELON by CLIENT hereunder.

(b) In no event shall ECHELON (or its members, officers, directors, employees, or agents) be liable for any special, indirect, reliance, incidental, exemplary, cover or consequential damages, including loss of profits and goodwill, even if ECHELON has been advised of the possibility of such damages. In no event shall CLIENT (or its members, officers, directors, employees, or agents) be liable for any special, indirect, reliance, incidental, exemplary, cover or consequential damages, including loss of profits and goodwill, even if the CLIENT has been advised of the possibility of such damages.

### **Section 11. Independent Contractor**

Employees of ECHELON are not, nor shall they be deemed to be at any time during the term of this Agreement, an employee of CLIENT, and therefore employees of ECHELON shall not be entitled to any benefits provided by CLIENT to its employees. ECHELON's status and relationship with CLIENT shall be that of an independent consultant, and ECHELON shall not state or imply, directly or indirectly, that ECHELON is empowered or authorized to commit or bind CLIENT or to incur any expenses on behalf of CLIENT or to enter into any oral or written agreement in the name of or on behalf of CLIENT. Nothing herein shall create, expressly or by implication, a partnership, joint venture or other association between the parties.

### **Section 12. Publicity.**

ECHELON shall not publicly disclose the CLIENT's engagement with ECHELON unless it is required by the law.

### **Section 13. Separability & Invalid Provisions**

If any provision of this Agreement shall be adjudged unlawful or invalid, the remainder of the Agreement shall not be affected. Further, in the event any provision of this Agreement is held to be unenforceable or invalid because it is overbroad or too far reaching, such provision shall be deemed to be revised so that it applies to the maximum extent permitted by law.

### **Section 14. Miscellaneous**

This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein and this Agreement merges all prior writings, discussions and understandings. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws rules. All disputes under this Agreement must be adjudicated in the courts located in the Commonwealth of Virginia, in which jurisdiction and venue is hereby deemed proper. This Agreement may not be modified or amended except in writing signed or executed by authorized representatives of CLIENT and ECHELON.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date last below written.

**Client**

Name SATO Masaru

Title Minister and Head of Chancery

Date June 27 2025

Signature 

**Echelon**

Name Kristen Soltis Anderson

Title Partner

Date 2025-06-27

Signature *Kristen Soltis Anderson*

**Scope of Work**

**Acceptance of Proposal**

This scope of work formalizes the acceptance of the proposal created by Echelon Insights ("Echelon") for the purpose of providing professional services to the Embassy of Japan in Washington, DC ("CLIENT"). A written proposal is attached and Client accepts the proposal as is with no objections or changes required. Echelon will provide the work and services outlined in the proposal and Client agrees to pay Echelon as specified in the proposal.

**Summary of Key Portions of Proposal**

- Monthly tracking polling and briefings on the key aspects of American voter public opinion affecting the political climate

**Term of Work**

- The Services shall be provided between July 1, 2025 and March 31, 2026

**Deliverables**

Consulting

- Monthly briefings

**Pricing**

- The total project cost agreed to is \$18,000 (\$6,000 per quarter)
  - The Client will be billed quarterly (every three month) on the next day immediately following the end of each quarter (October 1, 2025, January 1, 2026 and April 1, 2026)

**Client Contact Information**

Client Point of Contact: Natsuko Ito (Email: natsuko.ito@mofa.go.jp)

Billing Contact: the same as above

Agreed to by:

**Client**

**Echelon**

Name SATO Masaru

Name Kristen Soltis Anderson

Title Minister and Head of Chancery

Title Partner

Date June 27 2025

Date 2025-06-27

Signature 

Signature *Kristen Soltis Anderson*

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
A6TJL-NRZXH-8FKVH-UHCUL

DOCUMENT COMPLETED BY ALL PARTIES ON  
27 JUN 2025 14:25:02 UTC

## SIGNER

**KRISTEN SOLTIS ANDERSON**

EMAIL  
KRISTEN@ECHELONINSIGHTS.COM

## TIMESTAMP

SENT  
27 JUN 2025 14:22:57 UTC  
VIEWED  
27 JUN 2025 14:24:48 UTC  
SIGNED  
27 JUN 2025 14:25:02 UTC

## SIGNATURE

*Kristen Soltis Anderson*

IP ADDRESS  
98.204.20.171

LOCATION  
WASHINGTON, UNITED STATES

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
27 JUN 2025 14:24:48 UTC

