

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 <http://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: <http://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: <http://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, Counterespionage 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 Prism Strategy, Inc, d/b/a Prism Group, Suite 200, 1919 M Street, NW, Washington, DC 20036	2. Registration No. <div style="font-size: 2em; text-align: center;">6419</div>
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3. Name of Foreign Principal Government of Japan—Japan External Trade Organization	4. Principal Address of Foreign Principal 565 Fifth Avenue 4th Floor New York, NY 10017
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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
 Japan External Trade Organization

b) Name and title of official with whom registrant deals
 Hirotooshi Tanaka, President

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

a) Principal address

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.

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.)

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.

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 17, 2017	Edward B. Stewart	/s/ Edward B. Stewart

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 <http://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: <http://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: <http://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, Counterespionage 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 Prism Strategy, Inc. d/b/a Prism Group	2. Registration No. 0419
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3. Name of Foreign Principal

Government of Japan--Japan External Trade Organization

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.
Prism Group will report on US trade and commercial policy as well as US political and election developments.

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

Prism Group will engage US government agencies, Congress and the research community on policy matters assigned from time to time by the client.

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.

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 17, 2017	Edward B. Stewart	/s/ Edward B. Stewart

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.

SERVICE AGREEMENT

This Agreement ("Agreement"), made and entered into this Fifteenth day of July, 2016, by and between the New York office of Japan External Trade Organization at 565 Fifth Avenue 4th Floor, New York, NY 10017 ("JETRO" or "JETRO New York") and Prism Group, a Washington corporation, with its principal offices at 1919 M Street, NW, Suite200, Washington, DC 20036("Contractor").

1. Services

1.1 During the Term (as defined in section 3 below) of this Agreement, Contractor shall provide to JETRO consulting service regarding "Consulting services on Policy and government affairs (Congress and Trump Administration)" ("Services") in accordance with the terms and conditions set forth in this Agreement.

1.2 More detailed description of the Services is attached hereto as Exhibit I.

2. Compensation

2.1 In compensation for the Services to be provided by Contractor to JETRO, JETRO shall pay a total of \$30,000 (Thirty-Thousand U.S. Dollars) ("Compensation") to Contractor in accordance with the following payment schedule.

2.1.1 \$30,000, 100% of Compensation, upon receipt of an invoice to be issued by Contractor immediately following completion of the service.

2.2 Compensation shall include any and all fees, charges, costs and expenses, including any applicable tax, and there shall be no additional payment obligation of JETRO to Contractor under this Agreement.

3. Term

3.1 The term of this Agreement ("Term") shall be for a period from July 15, 2016 and expiring on March 15, 2017.

3.2 Notwithstanding the foregoing, however, JETRO may terminate this Agreement for any reason during the Term by providing at least 30 days prior written notice to the Contractor, except that JETRO may terminate this Agreement immediately in the event the Contractor collects and uses unauthorized material described in Section 6 below.

4. Rights

4.1 Any reports, memoranda, brochures, photographs, slides, pamphlets, recordings, audio-visual works, computer programs, and any other material of any kind and nature specifically created or developed by Contractor under this Agreement ("Work") shall be the sole property of JETRO, and JETRO will exclusively retain all right, title and interest in and to such Work.

4.2 To the extent that Work is entitled to protection under the copyright laws of the United States and anywhere in the world, JETRO and Contractor agree to the following provisions:

4.2.1 Work has been specifically ordered and commissioned by JETRO as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a "work made for hire" as defined under the United States Copyright Act.

4.2.2 Work shall be deemed a commissioned work and a work made for hire to the greatest possible extent permitted by law.

4.2.3 JETRO shall be the sole author of the Work and any work embodying the work accordingly to the United States Copyright Act.

4.2.4 To the extent that Work is deemed for any reason not to be a work made for hire, Contractor agrees to and does hereby irrevocably assign all rights, title and interest in and to such Work, including all copyright rights, to JETRO.

4.2.5 The Contractor agrees to waive all moral rights relating to the Work developed or created, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modification.

5. Representations and Warranties

Contractor represents and warrants that the Work the Contractor creates or prepares pursuant to this Agreement will be original or otherwise will not infringe upon the rights of any third party, and will not have been previously assigned, licensed or otherwise encumbered.

6. Prohibition of Use of Unauthorized Information or Material

6.1 In providing the Services or otherwise performing the duties under this Agreement, the Contractor shall rely exclusively on publicly available or otherwise properly authorized information or sources.

6.2 JETRO prohibits and, under no circumstances, authorizes solicitation, collection, acceptance, or receipt of any and all unauthorized information or material by the Contractor in performing its duties under this Agreement.

6.3 JETRO may unilaterally terminate this Agreement at any time during the Term of this Agreement, without any further compensation or liability to Contractor, if JETRO determines that any information or material has been, or is about to be, obtained in an improper manner, or in violation of any rights of third party, by the Contractor in providing the Services under this Agreement.

7. Indemnification

7.1 JETRO shall indemnify, and hold harmless, Contractor, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to Contractor by reason of any actual or alleged breach by JETRO or arising out of the release of materials previously reviewed and approved by JETRO.

7.2 The Contractor shall indemnify, and hold harmless, JETRO, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to JETRO by reason of any breach by

Contractor of its obligations under this Agreement and from any negligent acts taken by the Contractor pursuant to this Agreement.

8. Confidentiality

8.1 All written and oral communications between JETRO and the Contractor shall be kept confidential and shall not be disclosed to any other party unless prior written permission is given by JETRO.

8.2 Contractor shall not disclose or use, either during or after the Term, and proprietary or confidential information of JETRO without JETRO's prior written permission except to the extent necessary to perform the Services on JETRO's behalf.

8.3 Proprietary or confidential information shall include, without limitation, the written, printed, graphic or electronically recorded materials of any contents furnished by JETRO for Contractor to use.

8.4 Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction or which is rightfully obtained by Contractor from sources other than JETRO.

8.5 This confidentiality obligation shall survive the expiration or cancellation of this Agreement.

9. Public Disclosure of the Agreement

The existence and content of this Agreement shall not be treated confidential. JETRO may disclose for public inspection any and all part of this Agreement.

10. Compliance with Applicable Law

In providing the Services under this Agreement, Contractor shall strictly adhere to any and all applicable federal and state statutes and regulations including, if applicable, the Foreign Agents Registration Act of 1938, as amended.

11. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

For JETRO New York:

For Contractor:



Name: Hirotooshi Tanaka
Title: President



Name: Edward Stewart
Title: Managing Partner



July, 2016
Exhibit 1

Scope of Work

Title: Consulting services on policy and government affairs (Congress and Trump Administration)

Objectives: The beginning of the Trump Administration will bring new models for Washington decision-making, an entire new cabinet and West Wing staff, and a host of new policy initiatives. Furthermore, the beginning of the 115th Congress poses new questions on how Congress will interact with the Trump White House. Internal Congressional dynamics will be at the forefront given the fact that Republicans have a numerical majority, but not necessarily an effective working majority (due to Senate procedural rules, many votes require a sixty-vote threshold).

Prism Group will monitor and advise on the policies and institutional dynamics of the following:

- o Key advisors to President Trump, including White House staff and cabinet members.
- o New Congressional committee formation
- o New Members of the House of Representatives and Senate
- o Follow-on policy proposals stemming from U.S. withdrawal from Trans-Pacific Partnership (TPP) negotiations.
- o Changes in US Asia policy and US-Japanese bilateral relations.
- o Major U.S. activity and proposals surrounding Congressional consideration of additional sanctions on Iran and Russia.

Final Deliverable: Consulting service

Deliverable Schedule: When major developments occur and regularly as directed by JETRO-New York.

Destination of Deliverable: JETRO-New York