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OMB No. 1124-0006; Expires July 31, 2023

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 in print and 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
Development Counsellors International

2. Registration Number
4777

3. Primary Address of Registrant
215 Park Avenue South, 14th Floor, New York, NY 10003

4. Name of Foreign Principal
Monaco Government Tourist and Convention Authority

5. Address of Foreign Principal
2, rue de la Lüjerneta
Cedex, Monaco
MONACO 98030

6. Country/Region Represented
MONACO

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

- [x] Government of a foreign country [1]
- [ ] 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
Monaco Government Tourist and Convention Authority

b) Name and title of official with whom registrant engages
Charlotte Valli, International Promotion and Logistics Department Manager

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.

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

a) Name and title of official 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 ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

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.

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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
05/09/2022	Karyl Leigh Barnes	/s/Karyl Leigh Barnes

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Date	Printed Name	Signature
May 9, 2022	Karyl Leigh Barnes	Karyl Leigh Barnes

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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 in print and 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	2. Registration Number
Development Counsellors International	4777

3. Name of Foreign Principal

Monaco Government Tourist and Convention Authority

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. What is the date of the contract or agreement with the foreign principal? 02/01/2022

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Destination marketing and public relations to increase the profile of Monaco as a tourist destination

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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.

Destination marketing and public relations to increase the profile of Monaco as a tourist destination

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.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as 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.

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

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] 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

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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.

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EXECUTION

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REPRESENTATIVE OFFICES
FROM THE MONACO TOURISM AND CONGRESS DEPARTMENT
ABROAD

Development Counselors International, Ltd.
Promotion Office of the Principality of Monaco
In the United States and Canada

MARKET PROJECT
AFTER NEGOTIATED PROCEDURE

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BETWEEN THE UNDERSIGNED

The State of Monaco represented by His Excellency the Minister of State of the Principality of Monaco acting under Article 35 of Sovereign Ordinance No. 7.264 of December 20, 2018 regulating public procurement by the State,

Hereinafter referred to as the "Administration".

FIRSTLY,

And :

Development Counselors International, Ltd. having its registered office at 215 Park Avenue South, New York, 10003 NY, Registered with the Department of State of the State of New York under number 208049 with authentication number 100000417283, represented by Karyl Leigh Barnes, acting in her capacity as President, duly empowered.

Hereinafter referred to as "the Service Provider"

ON THE OTHER HAND,

IT HAS BEEN ADOPTED AND AGREED AS FOLLOWS

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ARTICLE 1 - PURPOSE OF THE CONTRACT

The Administration entrusts the Service Provider with the mission of representing the destination on the North American and Canadian markets aimed at strengthening Monaco's place as a tourist destination, and likely to organize promotional operations for a mainly niche target on these markets. .

ARTICLE 2 – PERSON RESPONSIBLE FOR THE CONTRACT

The person responsible for the Contract after negotiated procedure is the Director of Tourism and Conventions.

ARTICLE 3 - DURATION OF THE CONTRACT

The Contract after procedure negotiated with the Service Provider will be concluded for a period of eleven months from February **1 , 2022 and may be renewed by a maximum of four annual amendments without exceeding a maximum period of five years and may in no case make the subject to tacit renewal.**

ARTICLE 4 – COMPONENT PARTS OF THE CONTRACT

The list below enumerates in order of priority the constituent parts of the Market after negotiated procedure.

A) CONTRACTUAL DOCUMENTS

- **This Market coin**
- **Specifications**
- **The Service Provider's offer dated September 21, 2021**

B) ORDER OF PRIORITY In case of contradiction between two or more parts of the Contract after negotiated procedure, it is the indications or stipulations of the part having priority classification of the enumeration above which will take precedence over the others.

ARTICLE 5 – CONDITIONS OF EXCLUSIVITY

The Service Provider undertakes not to accept any assignment similar to that entrusted to it by the Tourism and Convention Authority on behalf of other tourist destinations and entities *(tourist offices, regional tourism committee, hotels or incoming agencies)* **of the Côte d'Azur and the Italian Riviera (from Marseille to Genoa), throughout the duration of the performance of this contract and its possible amendments.**

ARTICLE 6 – ROLE OF THE TOURISM AND CONGRESS DIRECTORATE

The Tourism and Convention Authority will make available to the Service Provider the elements, documents, studies or reflections useful for the accomplishment of its mission.

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ARTICLE 7 - ROLE OF THE PROVIDER

7.1 - The Service Provider will have a promotional role for the Tourist and Convention Authority of the Principality of Monaco.

7.2 - The Service Provider must develop the reputation of the Principality of Monaco as a top-of-the-range tourist destination among tourism professionals (leisure and business), the media and direct customers, according to the development guidelines and the positioning strategy drawn up by the Tourism and Convention Authority.
The objective is to ensure quality attendance throughout the year by maximizing the positive effects of tourism.

7.3 - The Service Provider must represent the Principality in all professional circles linked to leisure and business tourism (travel professionals, organizers of business groups and the media).

7.4 - The Service Provider will offer the best opportunities to increase the visibility and reputation of Monaco with professionals, associations, companies and direct customers, according to the targets defined by the Tourism and Convention Authority.

7.5 - The Service Provider must analyze market developments and propose actions as well as appropriate strategic marketing tools.

7.6 - The Service Provider will propose an annual development plan taking into account new digital trends and the requirements of his/her markets. Its actions will be established taking into account the needs of partners from the entire tourism sector in the interest of the Monaco destination.

7.7 - The Service Provider must work in close collaboration with the Tourist and Convention Authority, and ensure that good professional relations are maintained with Monaco's partners (hotels, incoming agencies, attraction centres, conference centres, transport companies, etc.).

7.8 - The Service Provider will provide a monthly activity report on market developments and its key players. He will also have to carry out a regular watch with national competing destinations.

7.9 - The Service Provider must systematically assess the impact of its actions.

7.10 - The Service Provider must be the referent for professionals in the prospecting markets and regions and must monitor group quotations in order to optimize the realization of group files.

7.11 - The Service Provider must relay all marketing content relating to Leisure Tourism and Business Tourism on all distribution networks.

7.12 - The Service Provider will provide the Tourist and Convention Authority with a database targeting both leisure tourism and business tourism and the media. It will update the database regularly using the CRM tool made available to it by the Tourist and Convention Authority for the duration of the mandate within the framework of the legislative and regulatory provisions in force with regard to personal data.

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7.13 - The Service Provider must participate in the Annual Conference of Promotion Offices organized in the Principality.

7.14 - The Service Provider must at all times adopt an attitude in keeping with the image of the destination.

The Service Provider must be able to offer:

FOR BUSINESS TOURISM:

The objective is to develop the notoriety of the destination among business tourism professionals in order to increase the demands and economic benefits of business groups.

The assignments are:

- **Promote all tourist entities to business tourism professionals, particularly targeting organizers with potential for business groups such as seminars, conventions, incentives and product launches.**

- **Design and implement a development plan (promotions & marketing actions) for business tourism, in line with the strategy put in place by the Tourist and Convention Authority.**

- **Identify target audiences and propose a distribution plan for marketing content from the Tourism and Convention Authority.**

- **Promote business tourism offers and the dissemination of all the marketing tools put put in place by the Tourist and Convention Authority.**

- **Animate the social networks according to the rules of publication and the editorial line defined.**

- **Organize promotional operations with qualified contacts in order to create opportunities for exchanges between customers and the Principality's tourism partners. These operations may have different formats, including but not limited to:**

  - **Canvassing**
  - **Webinars**
  - **MICE trade fairs**
  - **Workshops**
  - **promotional tours**
  - **Training sessions or e-learning**
  - **Events to attract active and prospective customers or to reward loyal customers**

- **Enrich the databases.**

- **Organize familiarization trips for a targeted clientele.**

- **Manage major projects in business tourism:**

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- Free study of the feasibility of group projects from the German, Austrian, Swiss and Dutch markets

- Organization of inspection visits in collaboration with the Department of Tourism and Congresses

Any operation organized on behalf of the Tourist and Convention Authority must be exclusive to the Monaco destination.

FOR THE PRESS AND COMMUNICATION:

The list of actions below is not exhaustive and will be defined during the implementation of the annual development plan.
With regard to press and communication actions, the Service Provider's interlocutors may be both the Tourist and Convention Authority and the Communication Department of the Prince's Government:

- Possess very good knowledge of the media in the relevant markets (lifestyle, tourism, general public, TV channels, etc.) as well as social network players (bloggers, Instagrammers, etc.).
- Possess excellent references and know the journalists personally.
- Be able to organize individual meetings with the general press and the professional press.
- Canvass the media to provide them with information on the Principality to generate editorials on Monaco and media coverage of the destination (written and digital press).
- Be able to organize individual trips for journalists as well as influencers.
- Be able to invite top journalists and influencers.
- Be able to carry out a monthly press review bringing together all the articles generated following promotional operations carried out directly by the promotion office of the Tourism and Convention Authority, using software made available by the Prince's Government.

FOR LEISURE TOURISM:

The objective is to develop the notoriety of the destination among leisure tourism professionals and direct customers in order to ensure sustained attendance and develop the economic benefits of leisure tourism.
The assignments are:

- Promote all tourism entities to leisure tourism professionals and potential customers, particularly targeting high-contribution travellers.

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- **Design and implement a commercial and marketing action plan dedicated to the development of leisure tourism, in line with the strategy implemented by the Tourism and Convention Authority.**

- **Identify target audiences and propose a distribution plan for marketing content from the Tourism and Convention Authority.**

- **Promote leisure tourism offers (and in particular the Passport for Monte-Carlo and the City Pass) and marketing tools put in place by the Tourist and Convention Authority.**

- **Promote with networks of luxury agencies – in particular those of which the Tourist and Convention Authority and hotel establishments are members – the concierge services, tour operators, online travel agencies or any other tourist operator making it possible to reach the target customers defined by the Tourist and Convention Authority.**

- **Evaluate partnership opportunities with companies and/or brands to reach the target customers defined by the Tourist and Convention Authority.**

- **Organize promotional operations with qualified contacts in order to create opportunities for exchanges between customers and the Principality's tourism partners. These operations may have different formats, including but not limited to:**

  - **Canvassing**
  - **Webinars**
  - **Trade fairs**
  - **Workshops**
  - **promotional tours**
  - **Training or e-learning sessions**
  - **Familiarization trips (priority for program members "Passport to Monte Carlo")**
  - **Events to attract active and prospective customers or to reward loyal customers**

- **Enrich the databases.**

Any operation organized on behalf of the Tourist and Convention Authority must be exclusive to the Monaco destination.

OTHER ACTIONS:

The Service Provider may be asked to organize events in partnership with public and semi-public entities representing the Principality, which will be subject to separate invoicing established by the client.

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ARTICLE 8 – PROVISION OF PREMISES AND HUMAN RESOURCES

The Service Provider undertakes to make available the human resources necessary to carry out its mission in premises, located at its home, fulfilling all the conditions of insurance and guarantees.

ARTICLE 9 – INSURANCE

The Service Provider remains solely liable, without recourse to the Administration, for any damage caused by its negligence, shortcomings in the performance of the contract or any other cause that may be attributed to it.

The Service Provider remains solely responsible, without recourse to the Administration, to its employees and third parties, for any accidents that may occur in the performance of its services.

The Service Provider's liability extends to everything relating to the services covered by the contract and will not end until the latter expires.

Its liability releases the Administration from all claims for injury and damage to property wherever arising.

Consequently, the Service Provider is required to take out in his name with one or more insurance companies, all insurance policies capable of fully covering the liabilities incurred by him.

The Service Provider, as well as, where applicable, its authorized co-contractors and/or subcontractors, may not, under any circumstances, claim insufficient guarantee of the risks resulting from the performance of this contract.

He will take care of the additional insurance that he deems necessary to take out to cover his liability.

These insurance policies will be maintained throughout the duration of the contract and, where applicable, its riders.

The particular conditions of the insurance contract must provide for the exclusive jurisdiction of the Monegasque courts in the event of a dispute, with application of Monegasque law alone.

At any time, at the simple request of the Administration, the Service Provider will provide a certificate from the insurance company.

ARTICLE 10 – OWNERSHIP AND SUBCONTRACTING

10.1 OWNERSHIP

The Service Provider may neither assign nor transmit, in any capacity or to any person whatsoever, the mandate entrusted by the Tourist and Convention Authority.

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10.2 SUBCONTRACTING

According to the provisions of Article 39 of Sovereign Ordinance No. 7.264 of December 20, 2018 regulating State public procurement, all services are carried out under the sole responsibility of the Service Provider, sole holder of this Contract.

In the event that the Service Provider wishes to subcontract part of its services to a specialized company, the choice of the latter will be subject to the agreement of the Administration prior to the effective start of each subcontracting.

Even in the event of recourse to subcontracting, the Service Provider remains solely responsible for the performance of all the services vis-à-vis the Administration and is its sole interlocutor, in particular concerning the pecuniary settlement of these services.

ARTICLE 11 - GRAPHIC CHARTER

The Service Provider must use the graphic charter of the Tourist and Convention Authority in all correspondence related to the exercise of its function of representing the Principality (business cards, electronic signature, letterhead, social networks, PowerPoint presentation , promotional gifts), and when the Tourist and Convention Authority so requests.

ARTICLE 12 – AMOUNT OF THE CONTRACT

The amount of the Contract for the year 2022 is as follows:

I – COMPREHENSIVE AND FIXED COMPENSATION

(within the limits of the sums indicated below)

- Fees:

Amount including human and logistical resources
(salaries, social charges, provision of premises, operating costs including telephone communications, office equipment, internet, etc.)

Amount All Taxes Included: 446,300.00 US Dollars/US Dollars

Fees will be paid quarterly.

II – REMUNERATION UPON PRESENTATION OF SUPPORTING DOCUMENTS

(within the limits of the sums indicated below)

- Promotional operations – Marketing Budget:

Amount All Taxes Included: 600,000.00 US Dollars/US Dollars

The VAT rate applied will be that in force on the date of signature of this Contract.

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ARTICLE 13 - PAYMENT

The Tourist and Convention Authority will release itself from the sums due to the Service Provider within 45 days of receipt of the invoices, by bank transfer in favor of:

• Account holder: Development Counselors International • Bank: Connect One Bank • Account number: [redacted] • Swift Code / BIC: [redacted]

ARTICLE 14 – TERMINATION OF THE CONTRACT

The Service Provider's obligations end upon completion of the last service ordered by the Administration.

Those of the Administration end with the payment of the balance of the last service ordered from the Service Provider.

Before this term, the Contract may be terminated automatically by the Administration, by simple registered letter with acknowledgment of receipt which sets the effective date, in the following cases:

Termination of the Contract by the Administration in the event of collective proceedings:

The Contract may be terminated in the event of collective proceedings for the settlement of liabilities, unless the Service Provider is authorized to continue its activity, under the control of the Trustee authorized by the Court, within the month following the court decision.

Termination, if pronounced, takes effect on the date of the Syndic's decision to renounce to continue the performance of the contract or on the expiry of the one-month period provided for in the preceding paragraph.

Termination does not entitle the Service Provider to any compensation.

Termination of the Contract in the event of disappearance or incapacity to exercise the holder of the Marlet :

In the event of disappearance or incapacity to exercise the Service Provider, the Contract is terminated, unless the Administration accepts the continuation of the Contract by the beneficiaries.
Termination, if pronounced, takes effect on the date of suspension of activity or withdrawal authorization to practice.

Termination does not entitle the Service Provider or his successors to any compensation.

Termination of the Contract in the event of serious breaches or repeated breaches of the Service Provider's obligations:

When the Service Provider does not comply with the provisions of the Contract, in the event of serious breaches or repeated breaches of its obligations, the Administration gives it formal notice to comply, within a specified period, by a decision notified to it by registered mail with acknowledgment of receipt.

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If the Service Provider has not complied with the formal notice within the time limit, the Contract will be automatically terminated and the Service Provider will, moreover, be excluded from any procedure for the award of State Contracts for a period of four (4 years.

Any disagreement between the Administration and the Service Provider on the merits of the Administration's termination decision will be settled by the competent courts of the Principality of Monaco.

The termination of the Contract does not preclude the exercise of legal actions that could be brought against the Service Provider due to its faults.

Termination does not entitle the Service Provider to any compensation.

Termination of the Contract by the Administration for reasons of general interest:

The Administration may, at any time, terminate the performance of the services covered by the Contract before their completion, by a decision to terminate the Contract, notified by registered letter with request for an opinion of reception.

No compensation will be due to the Service Provider in this case.

In the cases of termination of the Contract referred to above, a statement of the services performed and those remaining to be performed will be drawn up and the amount of the price remaining due to the Service Provider for the work it has performed will be paid to the latter, without any compensation is due to him.

In the event of termination, the Service Provider undertakes to return to the Administration all the elements in its possession necessary for the continuation by a third party of the services entrusted. The Administration reserves the right to have the Contract continued by the Service Provider of its choice.

ARTICLE 15 – DATABASE AND PERSONAL INFORMATION

The Service Provider undertakes to take all appropriate measures to protect the documents and personal information, in particular, against accidental or unlawful destruction, accidental loss, alteration, distribution or unauthorized access;

The Service Provider undertakes to comply in particular with the following obligations and to ensure that their staff comply with them:

- Not to take any copies of the documents and information media entrusted to it, with the exception of those necessary for the performance of the Contract; • Take all security measures, in particular material, to ensure the conservation and the integrity of documents and information during the term of the Contract;

The Service Provider undertakes, at the end of the Contract, to return to the Direction du Tourisme et des Congrès information and files of all kinds, automated or non-automated, storing information, property of the Administration.

The Principality of Monaco has had legislation on the protection of personal data since 1993, with Law No. 1.165 of December 23, 1993 regulating the processing of personal information, deeply revised by Law No. entered into force on April 1, 2009, and henceforth entitled “law relating to the protection of personal information”.

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The protection of personal data is ensured in particular by compliance with the standard contractual clauses approved by the European Commission.

ARTICLE 16 – CONFIDENTIALITY – OBLIGATION OF DISCRETION

The Service Provider and its possible subcontractors undertake to keep strictly confidential and not to disclose or communicate to third parties, by any means whatsoever, the information transmitted to it by the Tourist and Convention Authority or to which it will have access during the performance of this Contract during its contractual period and beyond (without time limit).

In any event, the Service Provider is required to take all measures to subject its personnel to these obligations of discretion and confidentiality and undertakes to respect these obligations beyond the expiry of the Contract.

ARTICLE 17 – ATTRIBUTION OF JURISDICTION

Disputes and disputes that may arise between the Administration and the Service Provider during the performance of this Contract will fall under the exclusive jurisdiction of the courts of the Principality of Monaco and subject to Monegasque law.

Made in Monaco, the

The provider **Administration**

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