Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

OMB No. 1124-0004; Expires May 31, 2020

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	2. Registration No.
MSLGROUP Americas, LLC	5483

3. Name of Foreign Principal

Tourism Promotion Council of the State of Quintana Roo

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 contract.

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

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

Registrant provides services related to the promotion of tourism to the Tourism Promotion Council of the State of Quintana Roo.

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 response to question 8.

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
October 30, 2019	Chris Arco, SVP, Finance Director	/s/ Chris Arco Sign 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.

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

SERVICE PROVISION CONTRACT NO. CPTQ 58/2019, ENTERED INTO BY THE PARTY OF THE FIRST PART, "THE QUINTANA ROO TOURISM PROMOTION BOARD," HEREINAFTER THE "CPTQ," REPRESENTED IN THIS ACT BY DARÍO DE JESÚS FLOTA OCAMPO, IN HIS CAPACITY AS DIRECTOR GENERAL AND LEGAL REPRESENTATIVE; AND BY THE PARTY OF THE SECOND PART, THE COMPANY MSL GROUP AMERICAS, INC., HEREINAFTER "THE PROVIDER," REPRESENTED IN THIS ACT BY NATHALIE LE BOS, IN HER CAPACITY AS LEGAL REPRESENTATIVE, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

S T A T E M E N T S

I. The "CPTQ" states through its representative that:

I.1 On December 20, 2017, a Decree was published in the Official Journal creating the Quintana Roo Tourism Promotion Board as a decentralized public body with legal status and equity capital, attached to the Ministry of Tourism, assisting the head of the State's Executive Branch in priority activities for the State. Its purpose is to promote, support, and implement the programs and strategic tourism projects, and to market its brands, that are necessary for economic growth, attracting capital investment, and in general, achieving progress in the State's tourism activity.

I.2 Darío de Jesús Flota Ocampo accredits his status in terms of the appointment issued in his favor by the Governor of the State of Quintana Roo, as well as the minutes of the First Session of the Board of Directors of the Quintana Roo Tourism Promotion Board. He therefore has the legal authority to represent the "CPTQ" in administrative acts and such authority has not been revoked, modified, or limited in any way.

I.3 This Service Provision Contract is signed by the person responsible for the "CPTQ" Promotion Office, Ivonne Elizabeth Cole Guerrero, who has been designated as the person responsible for supervision, tracking, and verification procedures, and Clara Nidia Garrido Mahlá, who has been designated as the person responsible in the "CPTQ" Office of Administration and Finance for receiving invoices and for the budgetary control of the actions supported by this instrument.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

I.4 This Contract was awarded by an Agreement adopted at the ____ Extraordinary Session 2019 of the Procurement Committee of the Quintana Roo Tourism Promotion Board, convened under the terms of the provisions of Articles 31 and 33 paragraph I of the Law of Acquisitions, Leasing and Service Provisions Associated with the State of Quintana Roo's Movable Property.

I.5 It has the budget allocation and the availability of sufficient resources for the payment of the services covered by this Contract, in accordance with the Purchase Order issued by the Office of Administration and Finance of the "CPTQ" and according to the approved budget for the 2019 financial year.

I.6 The Company's Federal Taxpayers Registry Number is CPT1712204X1 and its address is Plaza Paseo Coba, 1st Floor, Block 20 Plot 3, Interior 309-312, Real Estate Development Playacar, Phase II, Playa del Carmen, Postal Code 77710, Quintana Roo.

II. "THE PROVIDER" states through its representative that:

II.1 It is a company that was legally incorporated and duly registered under the laws of the United States of America on December 4, 1979, under the name MSL Public Relations, Inc., and that on August 24, 2012, it changed its name to MSL GROUP AMERICAS, INC., as recorded on the certificate issued on the same date by the State of Delaware.

II.2 Its corporate purpose includes the provision of advertising, public relations, and marketing services.

II.3 Its legal representative, NATHALIE LE BOS, identifies herself with a passport issued on her behalf by the government of the United States of America, and proves her legal status by a document certified by the Notary Public Susan D. Caulfield of the State of Illinois, Cook County, dated December 27, 2018. She states under oath that she is vested with powers sufficient to enter into this contract and to bind the "PROVIDER" in its

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Terms; these powers have not been revoked, modified or limited in any way.

II.4 Its representative has the legal capacity and proper and sufficient elements to comply with the obligations arising from this Contract in an efficient and timely manner, and in the best conditions for the "CPTQ," also stating that she is aware of the technical characteristics and scope of the Services that are the object of this Contract.

II.5 Under oath, she states that they do not find themselves in any of the cases referred to in Article 39 of the Law of Acquisitions, Leasing and Service Provisions Associated with the State of Quintana Roo's Movable Property.

II.6 For tax purposes, it states that it holds Treasury Department Tax Identification Number 13-3030404, obligating itself to make, under that document, all payments that are generated by virtue of entering into this contract to the relevant tax authorities at their address.

II.8 Is fully aware of the quality, characteristics, requirements, mechanisms, procedures and needs of the object of this Contract, that it has considered all the factors involved in entering into it, and that it has all the information and sufficient knowledge to effectively carry out its work.

II.9 Knows the content of the Annexes that the parties duly sign and which are an integral part of and attached to this Contract.

II.10 Indicates as its domicile for all legal purposes of this contract that located at Broadway Street, Number 1675, 29th Floor, New York, NY 10019, United States of America.

II.11 States that it is currently in the process of being enrolled as a registered provider of the Government Accountability Office, and that in this act [the legal representative] swears under oath that she will deliver the enrollment and registration number to the "CPTQ" once she receives that document.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

In view of the foregoing statements and both parties and respective representatives acknowledging each other's capacity, they hereby agree to honor their commitments as contained in the following:

C L A U S E S

ONE. OBJECT. "THE PROVIDER" hereby commits to providing the "CPTQ" with comprehensive services for the Communication and Image Positioning campaign of Quintana Roo – Mexican Caribbean, in conformity with the Technical Annex (Annex One) as well as the "technical proposal," offered by "THE PROVIDER," incorporated as Annex Two to this Contract.

All services to be carried out by "THE PROVIDER" must have the prior authorization of the "CPTQ."

TWO. TERM. The term for the provision of the Services in this Contract will be from July 1 to December 31, 2019.

Notwithstanding the indicated term, for purposes of compliance with contractual obligations arising from the object of this Contract, the parties obligate themselves to comply with all and each one of them, regardless whether the term has expired.

THREE. AMOUNT. "THE PROVIDER" will project a budget to carry out the Services, as follows:

The "CPTQ" will pay "THE PROVIDER" as remuneration for the Services covered by this Contract, up to $1,200,000.00 USD (one million two hundred thousand United States of America dollars) including "THE PROVIDER's" taxes and fees, which must be applied to carrying out the Services that are the object of this instrument.

There is also a budget of $400,000.00 (four hundred thousand United States dollars).

In accordance with the service specifications and costs outlined in the "Economic Proposal" offered by the "THE PROVIDER," which constitutes Annex Three to the Contract.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

All amounts referred to in this Clause will be understood to include all taxes generated by the provision of the contracted services. Therefore, compliance with the corresponding tax obligations will be binding on each party.

Consequently, "THE PROVIDER" may not under any circumstances request higher compensation than the amount previously established for the Services provided in compliance with this Contract.

FOUR. PAYMENT METHOD. The "CPTQ" will pay "THE PROVIDER" in the following manner:

1. By monthly payments equaling $240,000.00 (two hundred and forty thousand 00/100 United States of America dollars) during the term of the contract, and up to the amount of $1,200,000.00 (one million two hundred thousand United States of America dollars), to be made within 20 (twenty) calendar days following receipt of the corresponding invoice(s) duly accepted from the date of authorization by the Administration and Finances Department and prior receipt of the Services to the full satisfaction of the "CPTQ's" Office of Promotion.

2. Promotional activities must be submitted for approval by the CPTQ Directorate-General and will be paid by accrued services, once invoiced and once evidence has been provided of the provision of services.

FIVE. PAYMENT FOR THE SERVICES. "THE PROVIDER" will submit for review of fiscal requirements and budgetary control to the Office of Administration and Finance of the "CPTQ," from 10:00 a.m. to 2:00 p.m. on working days, the respective invoices that it issues, as well as evidence of the Services that are the object of this Contract. These invoices must be issued in accordance with current tax legislation and indicate the name of "THE PROVIDER" and the amount of each invoice.

Payment for the Services provided will be covered in United States dollars and will be made by electronic transfer to be credited to "THE PROVIDER's" account.

SIX. INVOICING. For the payment process, "THE PROVIDER" will present the original invoice(s) with the corresponding proofs,

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

in the terms and conditions established in the "Technical Annex" and in accordance with the "Technical and Economic Proposal."

Every invoice submitted by "THE PROVIDER" will be issued in the name of the "CPTQ," meet with tax requirements established in current legislation, and contain the following data:

- Complete name, fiscal domicile and Federal Taxpayers Registration Number.
- "THE PROVIDER's" name, address, date of issue, and telephone number.
- Invoice number.
- Clear description of the covered Services.
- Contract number.

"THE PROVIDER" will submit the pdf formats to the "CPTQ" via electronic mail.

SEVEN. VERIFICATION. "THE PROVIDER" will deliver to the "CPTQ's" Promotion Office, within 10 (ten) working days after the end of each month, an executive report (printed and electronic) describing the services provided in the period, attaching the corresponding evidence.

In the case of promotional actions, "THE PROVIDER" must deliver within twenty days from the conclusion of the service, digital executive folders in which it reliably proves the execution of the authorized activities, including a report of actions, work plan, and a photographic memory.

EIGHT. AMENDMENTS. Any amendments that may be made to this Contract, due to well-founded reasons, will be invariably formalized in writing by signing the corresponding Amendment Agreement, adhering to the terms established in Article 38 of the Acquisitions, Leasing and Service Provisions Associated with the State of Quintana Roo's Movable Property.

NINE. SUSPENSION OF SERVICES. In the event of a fortuitous event or a case of force majeure during provision of the Service, "CPTQ," assuming full liability, may ask "THE PROVIDER" to suspend providing the service, in which case only the effectively rendered Services will be payable.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Where the suspension is subject to causes attributable to the "CPTQ", this latter will cover non-recoverable expenses for the duration of this suspension. Such costs will be those incurred by the suspension, provided that they are verified and directly related to the object of the Contract. In no event will Services be paid for that are not connected to the Contract.

The period of suspension of the Services relating to the Contract will be agreed to in writing between both Parties by written notice. If the services cannot be resumed, early termination of the Contract may be initiated.

TEN. EARLY TERMINATION. The "CPTQ" may terminate this Contract administratively with no liability and with no need for judicial intervention, due to causes of general interest or when, for justified causes, the necessity of requiring the contracted services, in accordance with this Contract, expires, and it is demonstrated that continuing to fulfil the agreed commitments may cause damage or loss to the "CPTQ," or when the activities that gave rise to the Contract are declared totally or partially invalid, by virtue of the resolution of a nonconformity or an official intervention issued by the State Office of the Comptroller General.

In such circumstances, the "CPTQ" will notify "THE PROVIDER" in writing of said circumstance at least 5 (five) calendar days in advance of termination. Should this scenario arise, the "CPTQ" will reimburse "THE PROVIDER" for the unrecoverable expenses it has incurred, provided these have been duly verified and are directly associated with this Contract.

ELEVEN. EXTENSIONS. In exceptional cases, due to cases of force majeure or a fortuitous event or due to causes attributable to "CPTQ," on receipt of a prior written request from "THE PROVIDER," the "CPTQ" may grant an extension for the provision of Services or their verification. For such purpose, "THE PROVIDER" will justify the extension request in writing prior to the expiration of the agreed dates established in this Contract.

On expiration of the term of the extension and if the deficiencies have not been corrected, the "CPTQ" will proceed to apply the contractual penalties or deductions to the payment established in Clauses Sixteen and Seventeen of this Contract.

TWELVE. CAUSES FOR RESCISSION. The "CPTQ" may administratively rescind this Contract without the need for court intervention in the event of any of the following instances:

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

I. Not presenting the guarantee of compliance within the timeframe determined in Clause Fourteen.
II. If "THE PROVIDER" does not start providing the Services on the agreed dates.
II. If "THE PROVIDER" unreasonably suspends the Services or refuses to correct work rejected by the "CPTQ."
III. If "THE PROVIDER" fails to comply with any of its obligations under this Contract and its Annexes.
IV. If any or all of the statements made by "THE PROVIDER" in this Contract are false.
V. When the limit of contractual penalties is exhausted.
VI. If "THE PROVIDER" does not provide the facilities and data necessary for inspecting, monitoring, and supervising the Services.
VII. If "THE PROVIDER" provides false information and/or acts with deceit or bad faith during the contracting procedure, while entering into the Contract, or during its term.
VIII. If a competent authority were to declare "THE PROVIDER" in commercial bankruptcy or due to the existence of another situation affecting its assets in a way that will impede it from complying with the obligations assumed by virtue of this Contract.
IX. Contravening the terms and conditions established in this contract or the provisions established in the Law of Acquisitions, Leasing and Service Provisions of the Public Sector, and other regulations that may be applicable.

THIRTEEN. RESCISSION PROCEDURE. Administrative rescission of the Contract will be carried out in accordance with the following procedure:

I. The procedure will begin as soon as "THE PROVIDER" is notified, in writing, of the incurred noncompliance, so that within a term of 5 (five) working days from the date on which "THE PROVIDER" receives the notification, it may state whatever is in its best interest, and provide, when applicable, the evidence it deems pertinent.
II. After the term referred to in the preceding paragraph has elapsed, rescission will be resolved on the basis of the asserted arguments and evidence.
III. The decision to rescind the Contract, or not, will be well-founded, reasoned, and "THE PROVIDER" will be notified of the decision within the 15 (fifteen) days following the provisions established in paragraph I of this Clause.
IV. Upon rescission of the Contract, the corresponding settlement will be drafted in order to put on record the payments to be made by "THE BOARD" corresponding to the services delivered up to the time of rescission.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

If services were to be provided prior to the decision to consider this Contract as having been rescinded, the initiated procedure remains without effect with prior acceptance and verification from the "CPTQ" that the need for these services continues to be valid, applying, where applicable, the corresponding contractual penalties.

The "CPTQ" may decide to not rescind the Contract when it finds during the procedure that the rescission may cause damage or affect the entrusted functions. In this circumstance, The "CPTQ" will draft a report justifying the impact of the financial disadvantages arising from the rescission of the Contract.

Were it not to rescind the Contract, the "CPTQ" will establish a further term with "THE PROVIDER," rectifying the nonfulfillment arising from the initiation of the procedure. Where applicable, the corresponding amendment agreement will be drawn up.

When, by virtue of the delay in the provision of services, or if the rescission procedure were to be processed during a fiscal year other than the year in which the Contract was awarded, the "CPTQ" may receive the services after verifying that the necessity for such services continues to be valid and that the current fiscal year has budgetary availability for such purposes, provided that the Contract term is modified with the original agreed prices. Any agreement contrary to the provisions in this Clause will be deemed invalid.

When the "CPTQ" decides not to rescind the Contract because it would cause major damage or impact, another term to rectify the nonfulfillment will be made without application of such penalties as "THE PROVIDER" may have accrued due to nonfulfillment.

FOURTEEN. PERFORMANCE BOND. To secure compliance with the obligations established in this Contract, "THE PROVIDER" will deliver, within 90 (ninety) days following signing of this Contract, a performance bond of 10% (ten percent) of the total amount to be paid, established in Clause Three of this instrument, issued by an international or foreign banking institution, payable in Mexico

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

by a national institution or branch of the issuing bank of the document, which may be a letter of credit or equivalent.

In the event that increases in the amount of requested services are agreed, in conformity with the terms established in Clause Eight of the present Contract, "THE PROVIDER" undertakes to increase the performance bond amount in the same proportion as the granted increase.

FIFTEEN. RELEASE OF THE PERFORMANCE BOND. The Contract's performance bond may only be released by the General Office prior to confirmation of compliance with each and all of the obligations established in this Contract.

SIXTEEN. CONTRACTUAL PENALTIES. When "THE PROVIDER" is overdue in the date of delivery of the services or fails to comply with the obligations arising from the Contract by virtue of causes attributable to "THE PROVIDER", it will become liable to contractual penalties, in accordance with the following:

a) In the case of delays in the delivery of services on the agreed dates, a daily contractual penalty of 1% (one percent) will be applied for every working day of delay to the value of the services not delivered on time, not including VAT.
b) The applied contractual penalties may not exceed 10% (ten percent) of the total amount of the Contract.

The Promotion Office will be responsible for the calculation of the contractual penalty, which, in turn, will be referred to the Office of Administration and Finance so that it may be applied to the corresponding invoice by means of a credit note.

Payment of the services will be proportionally conditioned to the payment that "THE PROVIDER" must make for any contractual penalties to which it may be subject, in the understanding that if this Contract were to be rescinded, it will not be necessary to collect such penalties, nor to account for them in order to make the performance bond effective.

To apply the contractual penalties referred to in this Clause, the "CPTQ" will draw up and submit a notification, in writing, to "THE PROVIDER," delivered by registered mail or by hand to its domicile with acknowledgement of receipt, with the effect of an injunction, indicating the incurred noncompliance

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

and the contractual penalties to which it has become subject. "THE PROVIDER" will rectify the noncompliance in a maximum term of 10 (ten) working days from receipt of the injunction, manifesting, where appropriate, its right to state whatever is in its best interest. Once The foregoing has been done, the "CPTQ" will resolve by applying, as the case may be, the corresponding contractual penalties, notifying "THE PROVIDER" by means of a well-founded and reasoned written document in which "THE PROVIDER" will be requested to provide a credit note which shall be deducted from the outstanding invoices, within a term of no more than 10 (ten) working days.

Should the noncompliance persist on the part of "THE PROVIDER", or once the full amount for the imposition of contractual penalties has been exhausted, the "CPTQ" may initiate this instrument's rescission procedure, in accordance with the terms established in Clause Twelve of this Contract.

SEVENTEEN. DEDUCTIONS FOR NONCOMPLIANCE. In the case of partial or unsatisfactory compliance with the Services on the part of "THE PROVIDER" with respect to the items that are part of this Contract, the "CPTQ" will apply deductions to the payment of the service, in accordance with the following:

1. For delays in the verification of rendered services, a daily deduction of 0.5% (zero point five percent) for each working day of delay will be applied to the value of the goods or services not verified on schedule, not including Value Added Tax (IVA).
2. A penalty corresponding to a 1% (one percent) reduction of the total amount of "THE PROVIDER's" monthly fees will be applied for an undelivered report.

The financial deductions referred to in this Clause may never exceed 10% (ten percent) of the total amount established in this instrument. To apply said deductions, the "CPTQ" will follow the procedure described for contractual penalties referred to in the foregoing Clause.

EIGHTEEN. ADMINISTRATION. The "CPTQ," via the Promotion Office, will be responsible for the administration and verification of compliance with the Contract.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

The "CPTQ" will carry out, at any time, specification verifications and when applicable, acceptance of the Services and "THE PROVIDER" agrees to the Services not being deemed received or accepted until verification terms have been met.

NINETEEN. LATENT DEFECTS. "THE PROVIDER" will be bound to respond to the "CPTQ" regarding the latent defects as well as the quality of the Services, in addition to any other responsibility taken on during the rendering of the Services, in accordance with the terms established in this Contract and applicable legislation.

For purposes of this instrument, latent defects are defined as defects existing in the provided Services making them inappropriate for the uses established in this Contract.

TWENTY. DELIVERABLES. "THE PROVIDER" undertakes to provide the "CPTQ," through the Promotion Office, if required and by the means requested, any information related to the Services covered by this Contract even after the term has expired, irrespective of the deliverables described in the Technical Annex and in cause seven.

The "CPTQ" reserves the right to reject any supporting documentation not containing duly described characteristics and attributes of the Services carried out in accordance with the provisions of this Contract.

TWENTY-ONE. CIVIL LIABILITY. "THE PROVIDER" will be directly liable for any damage and harm caused to the "CPTQ" and/or third parties by virtue of the rendered Services covered by this Contract, due to negligence, lack of expertise, fraud or bad faith, and will be bound to compensate the "CPTQ" for such damage, covering the amounts determined by the "CPTQ" in this respect.

TWENTY-TWO. SUPERVISION. The "CPTQ" will have constant free access to full documentation in "THE PROVIDER's" possession associated with the provision of the Services arising from this Contract. The foregoing is without prejudice to the right held by the "CPTQ" to undertake revisions at any time during the term of this Contract, by its General Office, by Quintana Roo's Office of the Comptroller, or by the persons appointed for such purpose, to

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

confirm the application of the resources, evidence thereof, and the benefits provided to the "CPTQ" by "THE PROVIDER."

TWENTY-THREE. LABOR LIABILITY. This Contract does not aim to create, and nothing established therein should be interpreted as creating a legal relationship of representation or association, an employment relationship, a relationship between an employer and an employee, or a partner or an associate, or a joint venture in any way that is different from the terms specifically established in this Contract entered into by and between the "CPTQ" and "THE PROVIDER."

"THE PROVIDER" will be exclusively accountable for any employment obligation in conformity with the provisions of Mexican labor laws regarding any employee or worker it employs or hires in order to meet the obligations under this Contract and assumes full responsibility for compliance with its labor obligations.

In all matters relating to the provision of the Services, "THE PROVIDER" will be considered an independent contractor and not an employee of the "CPTQ," and no one belonging to "THE PROVIDER's" personnel will be entitled to receive any type of compensation, benefit, or whatever other earnings or benefit granted to employees of the "CPTQ." "THE PROVIDER" will be accountable for all types of taxes and other expenses arising from an independent contractor relationship or from one of employment between "THE PROVIDER" and its personnel, and for the provision of the Services established in this Contract by said personnel, as well as for all obligations and employer liability in matters of tax, employment, and social security (including, without limitations, affiliations, withdrawals and contributions to the Mexican Social Security Institute ("IMSS" in Mexico), the National Housing Fund for Workers and those of the Retirement Savings System), manifesting that it has appropriate and sufficient resources to meet such obligations and liabilities, whereby "THE PROVIDER" commits to hold the "CPTQ" harmless in any independent employment conflict, which those persons might instigate against the latter regarding the work they perform for "THE PROVIDER," as well as any requirement and/or issuance of credit on behalf of the Mexican Social Security Institute against "CPTQ." Likewise, "THE PROVIDER" undertakes to reimburse, within 24 hours subsequent to a request by the "CPTQ", any amount that the "CPTQ" were to have to pay regarding any conflict, including without limitations, reasonable lawyers' fees or whatever amount the "CPTQ" were to be obligated to pay by virtue of the enforceable award or labor compensation.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

The Parties expressly acknowledge that, given that the resources of "THE PROVIDER" will never be under the direction of the "CPTQ", they will not be required to submit the information referred to in Section 15-A of the Social Security Act.

TWENTY-FOUR. SUBCONTRACTING. "THE PROVIDER" may not contract third parties for the total or partial provision of the Services of this Contract, and therefore, will be solely liable to "CPTQ" for the provision of the Services under the terms herein established. Notwithstanding the foregoing, arising from the nature of the Services and from the operations of "THE PROVIDER," "THE PROVIDER's" personnel outsourcing will not be defined as subcontracting, in terms of Articles 15-Q, 15-B, 15-C and other applicable related provisions of the Federal Labor Law, as well as any other contracting undertaken by "THE PROVIDER," given the nature of its standard operations.

Likewise, production, adaptation, adjustment, and content of necessary material for the prevision of the Services of this Contract will not be defined as subcontracting, nor activities carried out in the name of "THE PROVIDER" that arise from the provision of the Services, nor third parties it turns to in order to achieve the object of this Contract, in the understanding that "THE PROVIDER" will continue to be solely liable to the "CPTQ" for providing the Services and committed to holding the "CPTQ" harmless from any claim that may arise for this reason.

"THE PROVIDER" or their third parties will not be entitled, under any circumstances, to charge the "CPTQ" or third parties, commissions, fees, or any other additional concept, for the Services provided.

TWENTY-FIVE. ASSIGNMENT. The rights and obligations arising from the Contract may not be assigned either partially or totally in favor of any other person, except for the rights to receivables in favor of a financial broker, by means of factoring operations.

TWENTY-SIX. PERMITS. "THE PROVIDER" will be responsible for obtaining, at its own expense, whatever licenses, authorizations or permits are required for the provision of the Services established in this Contract. In this respect, "THE PROVIDER" accepts full liability for possible cases of infringements of patents, trademarks, and copyrights

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

with respect to the execution of the Services, whereby "THE PROVIDER" agrees to hold the "CPTQ" harmless from and against said claims if such are filed against the "CPTQ" during the term of the Contract, or subsequent to the contractual term.

The "CPTQ" will own the intellectual property rights and the databases and any type of material, whether printed, audiovisual, or any other type, generated by the provision of the Services of this Contract and which services have been paid for by the "CPTQ", except for the material regarding copyrights or property rights unlawfully held by third parties, in which case, "THE PROVIDER" will make this known to "CPTQ." In any event, "THE PROVIDER" will have the unavoidable obligation to investigate and inform the "CPTQ" as to the conditions of use and restrictions of the intellectual rights applicable to the material generated during the term of this Contract, whereby "THE PROVIDER" will be solely liable for any infringements to intellectual rights that may arise from the provision of the Services, even after this Contract has expired.

TWENTY-SEVEN – CONFIDENTIALITY: The parties hereby agree to all information provided from one to the other, with respect to this Contract, being confidential ("Confidential Information"). This Confidential Information will remain as such for the entire term of this Contract and for a period of two (2) years from the date of its termination.

"THE PROVIDER" will use the Confidential Information only for purposes established in this Contract, and therefore will not disclose it to third parties that are not part of this Contract, unless expressly authorized in writing by the "CPTQ."

Likewise, "THE PROVIDER" commits to keeping the Services of this Contract absolutely confidential, and therefore, will not disclose or make known to third parties other than the "CPTQ" documentation and/or information related to the Services as well as the final results generated as a result of said Services.

The commitment and confidentiality referred to in this Clause will not be applicable in the following situations:

1. If the information deemed confidential comes to be in the public domain before or subsequent to the signing of this instrument for reasons

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

other than failure on the part of "THE PROVIDER" to meet the terms established in this Clause;

2. If the information is disclosed by a third party not bound to any confidentiality arising from this Contract;
3. If the information is requested by any authority by means of the applicable court order; or
4. If the information is requested in accordance with the provisions established in the Transparency and Access to Public Information General Law, the Protection of Personal Data in Possession of the Reporting Authorities General Law, the Transparency and Access to Public Information Law for the State of Quintana Roo, and the Protection of Personal Data in Possession of the Reporting Authorities Law for the State of Quintana Roo.

In the event of this Contract's termination, whether early or not, "THE PROVIDER" will return the instruments or objects containing said Confidential Information to the "CPTQ" 5 (five) working days after termination of the Contract, at the very latest.

TWENTY-EIGHT. COMMUNICATION AND LIAISON. The parties hereby agree that the people in charge of the execution, supervision and follow-up of the Services, as well as the addresses and contacts for all communication regarding this Contract, are as follows:

1. On behalf of the "CPTQ", Ivonne Elizabeth Cole Guerrero, Head of the Promotion Office, in charge of in the supervision, verification and follow-up of the Services, , to be contacted by e-mail at lizzie.cole@cptq.mx, and Clara Nidia Garrido Mahlá, Head of the Administration and Finance Office, in charge of invoicing and budget control, to be contacted by e-mail at clara.garrido@cptq.mx or by post with acknowledgement of receipt at the address of the "CPTQ" as indicated in statement I.6 of this Contract. All communication will be understood to have been made on the day it is received by the addressee, subsequent to verification or confirmation.

2. On behalf of "THE PROVIDER," the person in charge of execution, supervision, and follow-up of the Services covered by this Contract will be Josh Shapiro, contacted at the address indicated in statement II.10 of this Contract, and by e-mail at josh.shapiro@mslgroup.com, and communication will be understood to have been made on the day it is received by the addressee, subsequent to verification or confirmation.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Should any of the parties modify or incorporate telephone numbers or additional electronic mail addresses, corresponding notification in writing to the other party at least 5 (five) calendar days in advance will be sufficient to duly formalize the change. In the event of a change of address not being not reported, all notifications and communication carried out in accordance with this Clause will be deemed to have been made.

TWENTY-NINE. ADMINISTRATIVE CLOSING. Within a term not exceeding thirty (30) working days following the date of compliance with all the obligations to be met by the parties, the "CPTQ's" Office of Administration and Finance, as well as the Promotion Office, will carry out a reconciliation process with "THE PROVIDER" to reflect respective compliance.

In order to carry out the foregoing, the addressees referred to in the previous paragraph, together with "THE PROVIDER," will draw up the respective minutes containing an overview of deliverables, invoices issued, and payments made.

THIRTY. RECONCILIATION. The parties may submit to the State Office of the Comptroller General, at any time, a reconciliation request due to controversies arising from compliance with this Contract. If the parties reach an agreement during the reconciliation process, the respective agreement will be binding on both parties and compliance therewith may be enforced through the corresponding judicial channel. Likewise, provided that the body monitoring the concurrence of wills is the State Office of the Comptroller, the parties will submit a report on the progress of compliance with it. If there is no concurrence of wills, the parties may choose any way to find a solution to their controversy.

THIRTY-ONE. JURISDICTION AND COMPETENCE. For all matters associated with the interpretation of and compliance with this Contract, the parties expressly submit to the provisions established in the Law of Acquisitions, Leasing and Service Provisions Associated with the State of Quintana Roo's Movable Property, and in the event of a controversy regarding interpretation and compliance, the parties will submit to the jurisdiction and competence of the State Courts located in Quintana Roo, waiving any other jurisdiction to which they may be entitled by virtue of their present or future domiciles, nationalities, or any other cause.

THIRTY-TWO. ANNEXES. The parties hereby acknowledge that this Contract consists of 32 (thirty-two) Clauses and 3 (three) Annexes, duly signed by the parties, and described below:

ANNEX	CONTENT
One	Technical Annex
Two	"THE PROVIDER's" Technical Proposal
Three	"THE PROVIDER's" Economic Proposal

This instrument is read aloud to the intervening parties, and as they are in agreement with its content and legal scope, they ratify and sign three copies of it in Playa del Carmen, Municipality of Solidaridad, Quintana Roo, on July 1st (First), 2019 (Twenty Nineteen).

FOR THE BOARD
[signature]

FOR THE PROVIDER
[signature]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Darío de Jesús Flota Ocampo
Director General and Legal Representative

Natalie Le Bos
Legal Representative

RESPONSIBLE FOR SUPERVISING, VERIFYING, AND TRACKING THE SERVICES
[signature]
Ivonne Elizabeth Cole Guerrero
Head of the Promotion Office

RESPONSIBLE FOR RECEIVING INVOICES AND BUDGETARY CONTROL
[signature]
Clara Nidia Garrido Mahlá
Head of the Administration and Finance Office

SIGNATURE SHEET PERTAINING TO THE OFFER OF SERVICES CONTRACT CPTQ **58/2019** SIGNED BETWEEN QUINTANA ROO TOURISM PROMOTION BOARD AND MSL GROUP AMERICAS, INC.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

QUINTANA ROO
TOURISM PROMOTION BOARD

TECHNICAL ANNEX

COMPREHENSIVE SERVICES FOR THE COMMUNICATION AND IMAGE POSITIONING CAMPAIGN OF QUINTANA ROO - MEXICAN CARIBBEAN

1. BACKGROUND

The Tourism Promotion Board of Quintana Roo was created with the objective of dealing with priority activities for the State in the field of tourism, through the promotion and execution of programs, strategic projects in matters of tourism and marketing the brands that are their main destinations, all this in order to contribute to the economic growth, attracting capital investment and, in general, achieving progress in the State's tourism activity.

In order to achieve its goals, during its first year of operation, the Quintana Roo Tourism Promotion Board has carried out its programs based on activities and processes of continuous improvement, in a planned and organized manner, adhering to the principles of cooperation, promotion, efficiency and economy, transparency, honesty, legality, publicity, and impartiality. To do this, the Board contracted comprehensive services for an emerging campaign to communicate and position the image of Quintana Roo - Mexican Caribbean in the United States of America, so as to obtain a diagnosis of the situation of the State with regard to the perception of safety and the reputation of the different tourism brands of the State, in order to create conditions that support the idea that Quintana Roo is the best travel option for travelers.

This objective is sustained by the design of plans, programs, strategies and priorities to promote tourism within the framework of the 2016-2022 State Development Plan.

Derived from the foregoing, and in accordance with its objective, the Quintana Roo Tourism Promotion Board will carry out its programs based on activities and processes of continuous improvement, in a planned and organized manner, adhering to the principles of cooperation, promotion, efficiency and economy, transparency, honesty, legality, publicity, and impartiality.

It is still an important task for the Government to use the tourism sector as a driving force for benefit and social development, and it is even more important when the intention is to generate a knock-on effect on the value of the tourism promotion that can be given to tourist destinations that are currently unable to promote themselves in the different media. Consequently, it is considered necessary and a priority to multiply promotional activities and circulate information that makes it possible to generate a positive impact derived from international media coverage

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

and to strengthen the image of the destinations in the State of Quintana Roo, portraying them as the best option for travelers during the different 2019 travel seasons.

Likewise, it is a priority to maintain a contention strategy to counter the effects generated by travel warnings or advisories, mostly issued by the government of the United States of America, to prevent its citizens from travelling to destinations in the State due to sociopolitical conditions affecting the State of Quintana Roo.

In view of these crisis situations, it is appropriate and advisable to take initiatives to generate certitude among international travelers that their visits to any of these Quintana Roo destinations are still safe, and at the same time, create confidence in order not to influence the reduction in the number of international visitors.

This Board has resolved to continue with the implementation of actions to detect short and medium-term risks to the State's reputation as a safe tourist destination. Likewise, it is essential to maintain activities to address communication problems that arise and could have negative effects on the brand's image and reputation. This is why the Board has decided to invest in communication and/or promotion activities that generate realistic expectations of the current situation in Quintana Roo.

In order to visualize and project an effective strategy for the planning and execution of a communication and image positioning campaign for Quintana Roo's destinations, it is important to know the following information about the current situation in the tourism sector:

- In 2018, the upward trend in the arrivals of international tourists to the State of Quintana Roo has been maintained.
- During the January–October 2018 period, the total number of tourists arriving by air increased by 3.7%.
- Cancun International Airport took first place in the ranking of international visitors arriving by air.
- The origin of international visitors arriving at Cancun by air, broken down by country of residence, is as follows: United States of America, Canada, United Kingdom, Argentina, Colombia, etc., with a clear reduction in visitors from the United States of America.

Source: 2017-2018 Comprehensive Tourist Market Information System (referred to as "SIIMT" in Mexico).

The foregoing data reveal that the market is behaving well, but they do draw attention towards the attraction of tourists from the United States of America, which reflect a downward trend in the number of travelers and in the economic revenue. Therefore, activities need to be

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

implemented to promote the destinations, supporting the image of a State that represents the best travel option and does not represent any risk whatsoever for its tourists and visitors.

Thus, it is determined that there is a need to plan communication and strategy activities and to develop communication and promotional activities to position the image of Quintana Roo, with the objective of continuing to present the advantages of Quintana Roo's Mexican Caribbean destinations for international visitors.

2. OBJECT AND SCOPE OF THE SERVICES TO BE CONTRACTED

By contracting the proposed services, the intention is to generate a strategy that makes it possible to maintain the State's destinations as safe, and to have tools to provide clear, precise, and decisive answers in the event of critical cases, based on an analysis of the current situation, the proposed courses of action to protect and defend the State's reputation, including the implementation of communication campaigns to strengthen positive messages broadcast on different channels for consumers and the tourist industry.

The United States of America will be the targeted market and, preferably, the following cities:

- Houston, TX
- Chicago, IL
- Los Angeles, CAL
- New York, NY
- Atlanta, GA
- Dallas, TX
- Miami, FL
- Denver, COL
- Charlotte, NC
- Minneapolis, MN

3. SERVICE SPECIFICATIONS

a) DIAGNOSIS OF THE SITUATION OF THE STATE

This should include an investigation into the conditions affecting the image of the State of Quintana Roo and a report that addresses the situations that place its reputation as a safe tourism destination at risk; continuous media monitoring, and an analysis of its reputation, with recommendations.

[initials]

b) MANAGEMENT OF ACTIONS TO HANDLE CRITICAL SITUATIONS AND THE REPUTATION OF THE DESTINATIONS OF THE STATE OF QUINTANA ROO.

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

An experienced and professional team is required that will issue appropriate responses to critical situations that affect the image of the State and to implement activities to manage the reputation of the State; as well as providing for a training and activation program for the official spokesperson.

c) COMMUNICATION CAMPAIGN FOR THE STATE OF QUINTANA ROO.

A communications campaign should be undertaken that will make it possible to consolidate and strengthen the image of the State and its destinations. This campaign will consider public relations activities involving consumers and members of the industry.

d) PROMOTIONAL ACTIVITIES

Planning and implementing high-impact promotional activities in tours, events, fairs, seminars (in-person and online) and any other activities relating to the positioning of the image of the State or its destinations.

Such activities must be requested by the Quintana Roo Tourism Promotion Board and must be planned in accordance with the brief given by the Director General.

Before executing the services, the agency's proposal must have the written authorization of the Director General.

e) BUDGET

The budget for the services described in sections a), b) and c) adds up to a total of $1,200,000.00 (One million, two hundred thousand USD). They will be payable in monthly instalments.

A minimum budget of $200,000.00 (Two hundred thousand USD) and a maximum of $ 400,000.00 (Four hundred thousand USD) is assigned for promotional activities, covered in section c).

The budget may be adjusted depending on the promotional or communication opportunities that arise for the State or, as the case may be, for any of the destinations; the authorization of the Directorate General will always be necessary.

[initials]

4. INFRASTRUCTURE AND REQUIRED PERSONNEL

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

The service provider will provide sufficient human and material resources as may be required to meet the object of the contract that is to be signed.

5. TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

The services must be provided from 1 July to 31 December 2019, on the understanding that once it were to be considered necessary to continue with these services, account must be taken of the quality and satisfactory nature of the actions carried out and the budgetary availability the Board will have for financial year 2020.

On expiration of the signed contract, the provider will be bound to deliver each and every corresponding execution report within a period not exceeding 60 days from the start of provision of the services. This period may be modified, provided that commercial practice does not allow the requested evidence to be presented, which circumstance must be notified by the supplier.

The services will be charged as rendered services and will be payable on presentation of the invoice and the corresponding verification report in accordance with the specifications for such purpose contained in the signed contract.

6. PAYMENT

Payments arising from the contracted services will be subject to budget being available when the payment request is made to cover each invoice and subject to a payment schedule.

All expenses must have the prior written authorization of the Quintana Roo Tourism Promotion Board.

The originals of the invoices for services rendered will be submitted electronically, observing the standards defined by the Tax Administration Service (referred to as “SAT” in Mexico).

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

The invoices will include a detailed description of the service that was awarded, the unit and total price of each item, the breakdown of taxes, when applicable, as well as the total amount in numbers and letters.

The invoices must be made out to the Quintana Roo Tourism Promotion Board, have the name of the civil servant responsible for the receipt of the awarded service and the seal of the corresponding administrative unit. Upon compliance with the foregoing, the respective payment will be made within the following 20 days.

7. DELIVERABLES

Within ten business days after the end of each month, the provider will submit the following executive reports (printed and electronic) describing the services provided during the reporting period:

1. A report of the communication and brand reputation services carried out during the month, containing:

    a. Situation of the State
    b. Monitoring
    c. Reputation analysis and recommendations
    d. Actions undertaken to manage critical situations
    e. Communication activities carried out

2. A report of the promotional activities carried out during the month, containing:

    a. Time period that is being reported
    b. Approved work plan
    c. Report on promotional activities

8. FINANCIAL PROPOSAL

Services	Budget
Comprehensive Services for the Communication and Image Positioning Campaign of Quintana Roo - Mexican Caribbean 2019	Up to a maximum of $1,600,000.00 USD

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

9. PERFORMANCE BOND

In order to guarantee compliance with the obligations established in the contract that is to be signed, a performance bond of 10% (ten percent) of the total amount to be disbursed will be paid within 30 (thirty) to 90 (ninety) calendar days after signature thereof.

Playa del Carmen, Municipio de Solidaridad, Quintana Roo, on June 13, 2019

DRAWN UP BY

SIGNATURE	**SIGNATURE**
IVONNE ELIZABETH COLE GUERRERO	**CLARA NILDA GARRIDO MAHLÁ**

QUINTANA ROO TOURISM PROMOTION BOARD

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

MSL

Avenida Javier Barros Sierra, 540
Tower 1 6th Floor
Santa Fe, Mexico City
01219, Mexico
+52 55 5249 4200
mslgroup.com

New York, NY June 20, 2019

DARIO DE JESÚS FLOTA OCAMPO
DIRECTOR GENERAL
QUINTANA ROO TOURISM PROMOTION BOARD
HAND DELIVERED.

By means of this letter, please allow me to present our technical proposal for your consideration, as well as a quote for the comprehensive services of the communication and image positioning campaign for the State of Quintana Roo – Mexican Caribbean for the 2019 financial year.

As part of Grupo Publicis, our firm has distinguished itself as one of the most important in the world, which is why we guarantee quality standards in the actions that are undertaken and obtain optimal results for our customers.

As part of these services we will carry out strategic communication actions to consolidate the image of the State of Quintana Roo and, at the same time, strengthen the reputation of the destinations, through a work plan aimed at generating trust and security, a condition reinforced by the implementation of promotional activities that support the narrative that tourist destinations are safe places for tourists.

These services will be covered by the following sections:

A. Diagnosis of the situation in the State.

Consisting of research and analysis regarding the image conditions of the State in the market, and a report on situations that jeopardize the reputation of Quintana Roo as a safe tourist destination; continuous media monitoring, and reputational analysis and recommendations

B. Management of actions for handling critical situations and the reputation of the destinations within the State of Quintana Roo

A team of experienced and professional staff will be available to analyze and issue, if need be, timely responses to critical situations affecting the image of the State and its destinations; actions will be implemented to manage the reputation of the State, as well as a training and activation program for the official spokesperson.

Influence. Impact.

[initials]

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

MSL

Avenida Javier Barros Sierra, 540
Tower 1 6th Floor
Santa Fe, Mexico City
01219, Mexico
+52 55 5249 4200
mslgroup.com

New York, NY June 20, 2019

C. Communication campaign for the State of Quintana Roo.

A communication campaign will be carried out to consolidate and strengthen the image of the State and its destinations. This campaign will consider public relations activities with consumers and members of the industry.

D. Promotional Actions

The planning and implementation of promotional actions in tours, events, fairs, seminars (in person and online) and in any other activity related to positioning the image of the State or the destinations.

These activities will be requested by the Tourism Promotion Board of Quintana Roo and will be planned in accordance with the indications and brief given by the Directorate General.

Prior to the implementation of the services, the Director General must authorize the work plan in writing.

Budget.

As part of the budget for the services referred to in paragraphs 1, 2 and 3, it will conform to an amount of $1,200,000.00 (one million two hundred thousand 00/100 USD) that will be charged by equal monthly payments.

For the development of the services referred to in paragraph 4, the services will be attuned to the promotional or communication opportunities presented for the State or where appropriate, for any of the destinations; this requires the authorization of the Directorate- General.

It will be kept within a maximum budget of $400,000.00 (four hundred thousand 00/100 United States dollars) for promotional activities.

MSLGroup Americas, Inc. will have specialized and experienced work teams to concentrate on each of the items proposed in this offer of services, as well as the technical teams to carry them out.

Our services will be provided from the day following the date on which the contract is signed to December 31, 2019.

Influence. Impact.

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

[initials]

MSL

Avenida Javier Barros Sierra, 540
Tower 1 6th Floor
Santa Fe, Mexico City
01219, Mexico
+52 55 5249 4200
mslgroup.com

New York, NY June 20, 2019

On expiration of the signed contract, we undertake to deliver each and every corresponding execution report within a period not exceeding 60 days from the provision of the services, provided that the situation prevailing in the market allows it, otherwise we will inform those responsible for the monitoring and administration of services in the Quintana Roo Tourism Promotion Board so that verification and delivery of reports accords with these circumstances.

Reports will be prepared within ten working days after the end of each month, when they will be presented in an executive manner (print and electronic) describing the services provided in the period, with regard to the activities executed:

Studies, diagnostics and planning elements; reputation monitoring and recommendations; crisis management report; report on the communication campaign and promotional actions.

In addition, a performance guarantee of the contract will be provided for 10% of the amount of the contract.

I reiterate our readiness to support the construction of Quintana Roo's image as the best tourist destination.

Sincerely

SIGNATURE

Josh Shapiro
Global Client Leader

Influence. Impact.

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM

[initials]

MSL

Avenida Javier Barros Sierra, 540
Tower 1 6th Floor
Santa Fe, Mexico City
01219, Mexico
+52 55 5249 4200
mslgroup.com

New York, NY June 20, 2019

DARIO DE JESÚS FLOTA OCAMPO
DIRECTOR GENERAL
QUINTANA ROO TOURISM PROMOTION BOARD
HAND DELIVERED.

Our quote for the comprehensive services of the communication and image positioning campaign for the State of Quintana Roo—Mexican Caribbean 2019:

Services	Proposal in USD
Comprehensive Services for the Communication and Image Positioning Campaign of Quintana Roo - Mexican Caribbean 2019	
Diagnostics, management of actions in critical situations and communication campaign.	$1,200,000.00
Promotional actions	$400,000.00
TOTAL	$1,600,000.00

We also propose that the amount of the first portion be covered on a proportional monthly basis.

The services referred to in the second subparagraph will be approved in advance by the Directorate-General and will be paid by accrued services.

Yours sincerely,

SIGNATURE

Josh Shapiro
Global Client Leader
MSL GROUP AMERICAS, INC.

Influence. Impact.

Received by NSD/FARA Registration Unit 10/30/2019 9:19:38 PM