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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

Finn Partners, Inc.

2. Registration Number

6212

3. Primary Address of Registrant

301 E. 57th St.
New York, NY 10022

4. Name of Foreign Principal

Hong Kong Tourism Board

5. Address of Foreign Principal

US address:
5901 W. Century Boulevard
Suite 650
Los Angeles, CA 90045

6. Country/Region Represented

Hong Kong

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

- ☒ 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

Tourism Board

b) Name and title of official with whom registrant engages

Bill Flora, Director USA

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 ☐

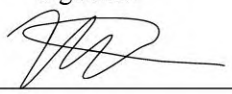
11. Explain fully all items answered "Yes" in Item 10(b).

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
10/29/2020	Martin Ettlemyer	

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public 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
Finn Partners, Inc	6212

3. Name of Foreign Principal

Hong Kong Tourism Board

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? May 1, 2020

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

Public relations activities to promote tourism in Hong Kong and increase visitors to the country.

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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.

Finn Partners provides public relations services including media outreach, response to inbound inquiries and opportunities, TV Show Outreach, consumer and media activation planning and support, ongoing reporting for media and social sentiment in the U.S.

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

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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

Total

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

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
10/29/2020	Martin Ettlemyer	

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PUBLIC RELATIONS AND SOCIAL MARKETING/INFLUENCER SERVICES AGREEMENT

This Public Relations and Social Marketing/Influencer services agreement("Agreement") is entered into and made effective as of May 1, 2020 (the "Effective Date") by and between Finn Partners, Inc., a New York corporation, having a principal place of business at 301 E. 57th Street, NY, NY 10022 ("Agency"/"we"), and Hong Kong Tourism Board with United States offices at 5901 W. Century Boulevard, Suite 650, Los Angeles, CA 90045 ("Client"/"you"). All amounts reflected in this document are in US dollars. The parties hereby agree as follows:

1.SCOPE OF WORK

Agency shall provide public relations and social marketing/influencer services (the "Services") and provide deliverables (the "Products") as outlined in the Scope of Work (Exhibit A). During the period of this Agreement, Agency will be available weekly (for scheduled meetings or calls) to the Client during each month at such times via phone or other electronic communications from time to time as the Client and Agency agree upon.

The Agency agrees that the Services shall be performed in a professional and diligent manner in accordance with the terms and conditions of this Agreement exercising at least the same degree of care generally exercised by advertising and public relations agencies offering similar services. Agency shall cause its personnel to perform all Services in a careful, professional and workmanlike manner. The Agency shall ensure that the Services and works are carried out in compliance with all relevant and applicable laws, regulations, orders and guidelines.

1.1 Key Performance Indicators

1.1.1 Agency will deliver FY20/21 KPIs for Public Relations and Social Marketing to be mutually established with Client upon soonest possible date.

1.1.2 Subject to Section11.3 and the exercise of the option by the Client for renewal of this Agreement through 31 March 2022, the Client and Agency shall review and set the 2021 KPI goals in the fourth calendar quarter of 2020 or first quarter of 2021, once input is received from Client's Head Office, and in any event, prior to the renewal due 31 March 2021.

1.2 Media Agreements

1.2.1 Agency shall negotiate media agreements including but not limited to talent agreements and social media influencer agreements as selected by the Client if and where applicable but shall not book any media including influencers or enter into any contractual agreements which are chargeable to the Client unless with prior written consent of Client. A signed media authorization by the Client is considered written consent.

1.2.2 Approval Procedure. The Agency shall submit the following to Client for its approval:

a) The Scope of Work, timelines and milestones for all phases of work encompassed by the Services to be provided by Agency to Client.
b) Estimates of the cost of the various items of publicity and social marketing before costs are incurred.
c) Any other information which will materially affect the costs or timing of performance of the applicable Services or Scope of Work.

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1.2.3 Client reserves the right to make alterations and cancellations to the booking of paid media in writing. Client shall be responsible for payments and any cancellation fees relating to these bookings provided that the Agency shall:

a) React within 48 hours of the notice of alteration or cancellation from Client
b) Act in accordance with Client instruction
c) Shall negotiate on cancellation fee from paid media vendors and/or influencers in advance of paid campaign start; and shall promptly recover the unused media cost, or arrange for a delay of paid media buy schedule as approved by Client.

1.2.4 All paid media discounts, discounts for bulk bookings, bulk media commission, discounts in respect of series, supplies, production, prompt payment, any other discounts, reductions or benefits available to Agency are to the benefit of the Client. Agency shall use its best efforts to obtain such discounts.

1.2.5 For all approved and executed Media Agreements, Client and Agency agree to work together to negotiate reasonable and acceptable payment terms with each vendor. In the event a vendor requires payment up front or in advance of applicable services, Client agrees to work with Agency on a case-by-case basis to provide partial payment of these fees. The Agency shall guarantee refund in full of the sum the Client paid upon demand by the Client if there is cancellation of the approved and executed Media Agreement which is due to the fault or negligence of the Agency or the relevant vendor.

2. AUTHORITY TO ACT

All written approvals by Client with respect to timeline, copy, costs under Section 1.2.2 shall constitute authorization for Agency to purchase / carry out its duties in the Exhibit A on Client's behalf. Agency shall not proceed with any contract (or any amendment thereto) with any vendors or incur any costs that are chargeable to the Client unless the following procedure has been complied with:

2.1 Agency shall provide Client with a finalized written plan and schedule that includes specific costs by channel/platform, medium or vendor including agency fee, ad serving fees (if any) and taxes.

2.2 Agency shall seek Client's approval, and Client will provide written approval within 7 business days, of terms and conditions (if any) of its contracts with any third party made pursuant to this Agreement or when bookings are made with relevant vendors:

a) Terms for cancellation fees
b) Surcharges arising due to late payment
c) Weather contingency cost (if any)
d) Other special terms and conditions

2.3 Client has approved such quotation/media purchase authorization or copy, and terms and conditions

3. DATA PRIVACY, TRACKING AND REMARKETING

Agency is responsible for ensuring the protection of consumer data obtained in any way from publicity, paid media placements, social marketing and social media activities which it provides on behalf of Client. Agency warrants that it is itself compliant with California Consumer Privacy Act requirements. Agency guarantees that any consumer data will meet all US law or requirement for privacy protection and tracking, and further agrees that no remarketing to consumers without express written consent of Client will occur. Consumers will have opted-in to any program developed and executed by Agency on behalf of Client prior to any remarketing activity. Furthermore, Agency has in place firewall and data protection that safeguards consumer/viewer profile and other information obtained during social marketing activities. In the event that Client consumer/viewer data in the possession of the Agency is breached, Agency will

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immediately notify Client in writing and will cease all activity. No costs will be incurred by Client during any period of data breach, including from the time the breach occurred if not immediately recognized by Agency to the time the social marketing activity is halted. Agency will take all measures necessary to contain and halt the data breach, and provide written confirmation that new, specific system(s) are in place to prevent a reoccurrence at Agency's own cost, and bear all penalties or damages due for any such claim of privacy or data security breach, and shall indemnify Client for any third-party claims that arise from relating to or arising out of any breach or alleged breach of the warranty and against all cost, expenses, damages or claims Client may incur or sustain. Client will have the right to accept or decline the new systems Agency has implemented. If Client declines the new system, this Agreement may be terminated with immediate effect, without prejudice to the rights and remedies of the Client under this Agreement or by laws.

4. WORKS MADE FOR HIRE

Agency shall be responsible for obtaining the necessary contracts and releases with or from all parties whose names, likenesses, testimonials, scripts, or musical compositions are used in Client's paid and owned media and social/influencer media, promotional, publicity, or other materials prepared or produced by Agency under this Agreement, except where the Client undertakes to be responsible for obtaining the same. Provided that all fees and reimbursed expenses have been paid by Client to Agency, and excluding the Licensed Materials set forth in Section 4.2 below, all work product developed specifically and solely for Client by Agency hereunder, including all photography, brochures, manuals, film, signage, and other creative materials (collectively, the "Materials") shall be deemed "works made for hire" as such term is defined under the US Copyright Act of 1990, as amended (15 USC §101 et seq.) and shall be solely owned by Client. In no event shall the Materials be considered joint works for hire or any other designation implying joint ownership by Agency. To the extent that any Materials do not initially vest with Client, provided all fees and reimbursable costs due Agency by Client have been paid, Agency hereby assigns, quitclaims and transfers all rights, title and interest in and to the Materials to Client, and shall execute all documents and perform such further acts reasonably necessary to effect the foregoing.

4.1 Subcontractors

The Agency will require each of its sub-contractors to execute and deliver to Agency before engaging the sub-contractor a "work-for-hire" agreement and assignment in form and content substantially similar to the document under this Section 4 and approved by Client. Agency shall be liable for the acts and omissions of its subcontractors as if such acts or omissions were the acts and/or omissions of the Agency.

4.2 Licensed Materials

To the extent that any third party intellectual property, including, without limitation, stock photography, audio-visual clips, voice recordings, sound recordings, etc. (collectively, the "Licensed Materials") is incorporated into the Materials, Agency shall obtain all necessary licenses and clearances with respect to the foregoing on Client's behalf and at Client's expense. The Agency will use commercially reasonable efforts to ensure that any Licensed Material will be licensed for a period of time and cost, which has been previously approved by Client. Agency shall warrant that nothing contained in Licensed Materials under the Client's brand is (a) misleading, deceiving, obscene, indecent, vulgar, offensive or defamatory against any person or infringing upon any third party intellectual property as far as the Licensed Materials are concerned; or (b) detrimental or prejudicial to or inconsistent with the good name, goodwill, reputation and image of Hong Kong Tourism Board or Hong Kong tourism generally. Agency hereby undertakes to Client that it will only use the trademarks, trade names and logos associated with Client, its related companies and/or products and services in accordance with Client's requirements for such use laid down by Client from time to time. Agency shall take all reasonable steps to protect the rights of Client and/or its related companies in and to the trademarks, trade names and logos.

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Client acknowledges that Agency retains ownership of all works of authorship created by or for Agency prior to or separate from the performance of Services under this Agreement, including, but not limited to, their proprietary information/services, templates, training materials, programming, code, media lists, and third party relationships held by Agency.

4.3 Moral Rights

Without limiting the foregoing, Agency hereby acknowledges the existence of certain statutory moral rights under 17 U.S.C. § 106A(a) of the U.S. Copyright Act of 1990. Provided all fees and reimbursable costs due Agency hereunder have been paid, Agency hereby knowingly waives those rights with regard to any and all uses of the Materials. Provided all fees and reimbursable costs due Agency hereunder have been paid, with respect to the Materials, Agency also hereby expressly and forever waives any similar rights arising under U.S. federal or state law or under the laws of any other country that convey similar or other types or moral rights or *droit moral*.

5. REPRESENTATIONS AND WARRANTIES

5.1 Agency represents and warrants that the Services and Products will be provided in a commercially reasonable manner and conform to generally accepted industry standards and practices. If Agency fails to complete the assets in Scope of Work, Exhibit A section on time due to no fault of Client, then the Program completion date will be extended to a pre-approved date as imposed by the Client without further cost to Client.

5.2 Agency represents, warrants, and covenants that it is in compliance with all applicable Laws related to its performance of Services, including it having obtained all necessary consents, permits and licenses. "Laws" shall mean all applicable international, federal, state and local laws, rules, regulations and ordinances, and all binding orders of any court, agency or other governmental body with appropriate authority, as amended.

5.3 Both parties warrant that they have the necessary rights and full corporate authority to execute, deliver, and perform the Agreement and to consummate the transactions in the manner contemplated by the Agreement, and that the Agreement will not violate any other agreement to which it is a party.

5.4 THE WARRANTIES IN THIS SECTION ARE LIMITED WARRANTIES AND ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY EITHER PARTY. NEITHER PARTY MAKES ANY ADDITIONAL WARRANTIES. EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF EITHER PARTY HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF EITHER PARTY IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS AS SET FORTH HEREIN.

6. CONFIDENTIAL INFORMATION; EXCLUSIVITY

6.1 Defined

"Confidential Information" (a) any information disclosed by Client to Agency or that pertains to Client and otherwise becomes available to Agency by reason of providing the Services; (b) any proprietary data and trade secrets of Client, including research, product and service plans, market information and plans, other business plans and financial information; and, (c) any other disclosures by Client to Agency that are in writing and designated as Confidential Information or that, if initially oral, are submitted to Agency in writing and designated as Confidential Information within thirty (30) days after the original oral disclosure. Confidential Information also includes but is not limited to Client customer names, addresses, account information, information derived from Client customer account activity and any information deemed "nonpublic personal information" as that term is defined in Gramm-Leach-Bliley Act (Public Law 106-102, Title V) which Agency obtains or to which Agency has access by reason of providing the Services.

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6.2 Exclusion

Notwithstanding Section 6.1 herein, Confidential Information shall not include any information that: (a) prior to any disclosure covered by this Agreement was known to Agency free of any obligation to keep it confidential as evidenced by documentation in the possession of Agency; (b) is or becomes publicly available other than by unauthorized disclosure by Agency; (c) is received from a third party whose disclosure does not violate any confidentiality obligation or other restriction on disclosure; or (d) is developed independently by Agency without use of any Confidential Information.

6.3 Nondisclosure

Agency acknowledges that all Confidential Information, in whatever form, is the sole property of Client, and may contain valuable trade secrets of Client. Agency shall not use the Confidential Information except to perform the Services. Agency acknowledges that it has an affirmative and continuing obligation to respect the privacy of all Client customers and, particularly, to protect the security and confidentiality of each Client customer's nonpublic personal information to the same extent that Client does itself. Agency shall hold all Confidential Information in confidence exercising the same standard of care to safeguard Confidential Information which Agency uses to safeguard its own most sensitive or confidential information which standard of care shall, in no event, be less than the standard of care imposed on Client by law or regulation to safeguard the privacy of any Confidential Information of the type disclosed to Agency. Agency shall not, directly or indirectly, disclose, divulge, publish, disseminate or otherwise make available Confidential Information, in whole or in part, or in any modified form, to any person other than to its employees or other individuals, including subcontractors, who have a need to know it in order to provide the Services. Agency shall instruct each such employee or other individual of the obligation to hold the Confidential Information in confidence as stated in this Agreement and shall take appropriate action to bind each such individual, including any subcontractor, to this obligation and to confirm that each complies with the obligation to which each is bound. Upon request of Client, Agency shall, at Agency's expense, take appropriate action to enforce the confidentiality obligation of each individual, including any subcontractor, to whom or to which Agency discloses Confidential Information.

6.4 Legal Obligations

The Agency may disclose Confidential Information pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such requested or compelled disclosure is furnished to Client as soon as reasonably possible in order to afford Client an opportunity to seek a protective order or other relief to prevent or restrict such disclosure. It is understood that if Client does not seek or is unable to obtain a protective order or other relief and Agency is legally compelled to disclose Confidential Information, disclosure of such information may be made without liability to Client.

6.5 Unauthorized Use or Possession

If Agency has actual knowledge of any unauthorized use or possession of any Confidential Information, it shall immediately notify Client, in writing, of the nature of such unauthorized use or possession.

6.6 Designated Personnel

Agency shall designate in writing those individuals authorized by Agency to receive Confidential Information and shall provide Client the names of the individuals so designated upon request.

6.7 Consent to Examination

Agency agrees that Client may examine Agency's compliance with its obligations upon reasonable notice and Agency agrees to fully cooperate with any such examination by

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Client and, upon request of Client, to furnish other evidence of compliance as Client may reasonably require.

6.8 Return of Confidential Information

Upon demand of Client or upon completion of the Services, Agency shall promptly return all the Confidential Information in whatever form to Client or certify to Client that the Confidential Information has been destroyed or erased from the medium on which it may have been stored.

6.9 Injunctive Relief

Agency acknowledges that the remedies at law for the breach of any provision of this Agreement are inadequate, and that it will be difficult to fully compensate Client for damages resulting from the breach or threatened breach of any provision of this Agreement. Accordingly, Client shall be entitled to seek temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce the provisions of this Agreement. The right to seek injunctive relief shall not diminish Client's right to claim and recover damages for any breach of this Agreement.

6.10 Information Security

To the extent that any Confidential Information in the possession of Agency shall contain any information regarding any customer of Client, Agency shall be responsible to establish and maintain an information security program that is designed to (a) ensure the security and confidentiality of such Confidential Information, (b) protect against any anticipated threats or hazard to the security of integrity of such Confidential Information, and (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience Client or any of its customers. Agency shall provide Client with such information as Client may reasonably request to verify Agency's compliance with this Section and applicable regulatory requirements respecting the confidentiality and security of Client's customer information.

6.11 Permissive Use of Statistical Data

The Agency shall seek for prior written approval from the Client on any use of the general marketing or advertising intelligence and statistical data in the field of business of Client, which the Agency has gained in the course of its engagement, which is not specific Confidential Information of Client.

6.12 Continuing Obligation

Except for Client's customers' non public personal information, the obligation to maintain the confidentiality of Confidential Information shall be continuing and shall survive termination of this Agreement for a period of five years. The obligation to maintain the confidentiality of the Client's customers' non public personal information shall be continuing and which shall survive the termination of this Agreement.

7. PROFESSIONAL FEES AND BILLING

7.1 During the continuance of this agreement and in consideration of provision of the Services by the Agency in accordance with this Agreement, the Client agrees to pay the Agency a monthly retainer fee of US$25,000 (inclusive of all taxes and bank charges at recipient's end). Client shall be billed on a monthly basis according to the terms detailed in the approved SOW. All fee invoices are due within 30 days of receipt, and upon receipt of performance report from Agency. Agency shall not exceed the budget parameters without advance approval from Client. See Exhibit A SOW for contracted services.

7.2 The maximum retainer fee for Exhibit A SOW is US$575,000 total for a 23-month contract ($25,000/month) (if this Agreement is extended under Section 11.1) inclusive of both PR and Social Marketing/Influencer services. Client shall be billed the monthly

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retainer fee on the 1st of each month with payment due within 30 days of receipt, and with receipt of monthly performance report from Agency.

7.3 All amounts due over forty five (45) days from invoice date shall bear interest from such 45th day at the rate of twelve percent (12%) per annum (or such lesser rate as may be the maximum permissible rate under applicable law). This charge shall be in addition to any other remedies we may have with respect to late payment.

7.4 If the amounts due Agency should ever exceed $25,000 for over 60 days, Agency will have the option to cease all work on the account upon one day written notice sent by overnight mail to the above address at any time on or after the 60th day until the account is current.

7.5 If Client disputes in good faith any fee or other financial obligation hereunder or any portion thereof and such dispute cannot be resolved promptly through good faith discussions between the parties, Client shall pay the amounts due hereunder which are not in dispute and the parties shall diligently proceed to resolve the dispute as provided herein. An amount will be considered disputed in good faith if (a) Client delivers a written statement to Agency on or before the due date of the invoice for the fee or financial obligation in dispute, describing in detail the basis of the dispute and the amount being withheld by Client; (b) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith; and, (c) all other amounts due from Client that are not in dispute have been paid in accordance with the terms of this Agreement.

7.6 Client's payment of an invoice does not constitute acceptance of the corresponding Services or Products, and any inconsistencies between the Scope of Work and the actual services performed will be addressed between the Client and the Agency with any agreed upon adjustments to be billed in the following month.

7.7 Services that are requested by Client that are beyond the scope of this Agreement, or that will require major agency allocation of senior management, such as large-scale crisis counsel and crisis program management, will be approved by Client in advance and billed either on an hourly basis or at a set amount agreed to by both Agency and Client. See Exhibit B for agency hourly billing rates. Any works and services carried out or any expenses incurred without the prior written approval from the Client will be at the Agency's own cost.

8.EXPENSES

8.1 Client agrees to reimburse Agency for all pre-approved expenses incurred and pre-approved out-of-pocket disbursements made in connection with Agency's performance of Services hereunder including, but not limited to, distribution of press releases over the newswire, delivery charges and travel expenses. Out-of-pocket expenses for the month are billed on or about the 15th of the following month. These invoices will be due 30 days after the invoice date. Any works and services carried out or any expenses incurred without the prior written approval from the Client will be at the Agency's own cost.

8.2 The Hong Kong Tourism Board will provide additional budget to cover costs of travel and hosting of journalists or agency staff taking part in individual press trips and group FAMs, as well as for in-market events, mailers, and big ideas involving broadcast and partnership production and fees, etc. All expenses must be pre-approved by Client in writing. Agency invoice will include all receipts of travel costs, per diems, transportation, meals, etc. All such costs shall be billed back at cost, without Agency mark-up.

8.3 On expenditures of $500 and over, we offer clients the option of having such charges billed directly to their organization. If such expenditures are handled through Agency, Agency shall bill at cost, as all responsibilities of Agency to perform their work

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are covered by the monthly retainer fee. Agency invoice must be accompanied by third party invoice and any performance reports.

8.4 All fees labeled as Database and Subscriptions Services (DSS) shall be incorporated into the monthly retainer fee. DSS covers a variety of research databases and directories, push services that illuminate relevant media opportunities and valuable journalist insights, all traditional and online subscriptions to general and vertical market publications, and certain "real-time" media monitoring tools, not including Meltwater News -- all necessary to provide and maintain efficient, effective and successful communications programs. These fees are incorporated within the Agency's monthly retainer fee under this Agreement and will not be billed separately to Client. Examples are Cision, Lexis Nexis, Vocus and the like.

8.5 In connection with its performance of Services hereunder and subject to Section 2, we may purchase pre-approved materials and services for you as agent for a disclosed principal under the principle of sequential liability, where we will be held liable for payments to vendors and other suppliers only to the extent we have been paid by you for such purchases. For amounts owing but not paid to us for approved materials and services, you agree that you will be held solely liable except there is fault or negligence of the Agency or the third party supplier(s).

9.INDEMNIFICATION

9.1 Client Indemnification

Client shall indemnify, defend and hold harmless Agency, its affiliates, employees, officers, directors, partners, shareholders, agents, successors, assigns and sub-contractors against any and all costs, losses, damages, claims, liabilities, charges or demands (including, without limitation, reasonable attorneys' fees) arising from: (a) Materials prepared by Agency for and approved by Client as a result of false or misleading information supplied by Client; (b) the Client caused violations of the Agency's obligations under the applicable union codes or applicable product, talent or other contracts relating to the production of commercials, videos or advertisements which have been approved by Client and for which obligations, the Agency has informed the Client in advance; and/or (c) arising from Client's violation of any law, rule or regulation, or Client's gross negligence or willful misconduct.

9.2 Agency Indemnification

The Agency shall indemnify, defend and hold harmless Client, its affiliates, employees, officers, agents, directors, successors and assigns, against all costs, losses, damages, claims, liabilities charges, or demands (including reasonable attorneys' fees), incurred or suffered by Client as a result of (a) any claim, suit or proceeding made or brought against Client based upon or arising out of, Agency's failure to obtain the necessary contracts and releases with or from all parties whose names, likenesses, testimonials, social media posts and videos, scripts or musical compositions are used in Client's materials as provided for in Section 4 hereof; (b) default or negligence of Agency in compliance with Section 1, Section 2 and Section 3; (c) the Materials infringe upon or violate a third party's intellectual property or privacy rights; notwithstanding the foregoing, the Agency shall not be obligated to indemnify Client if the infringement is caused by Client-owned intellectual property incorporated into the Materials; (d) breach of Agency's obligation of confidentiality as stated herein; or (e) arising from Agency's or any of Agency's subcontractors' violation of any Laws, rule or regulation, or Agency's or Agency's subcontractors' gross negligence or willful misconduct, and for any third-party claims that arise from relating to or arising out of any breach or alleged breach of the warranty.

9.3 Third Party Liability

Except for Agency's default or negligence under this Agreement, it shall not be liable for any delay in or the omission of the publication of any publicity or press release or social media post nor shall it be liable for any errors or omissions in any or paid or earned social media post, it being agreed, however, that Agency will supervise and approve all

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Materials prior to permitting their release for publication in any form. In addition to the foregoing, Agency shall use reasonable efforts to cause publishing and social media contractors and influencers to indemnify Agency and Client in writing prior to the award of any jobs by Agency to such contractor and influencers, against claims, losses, expenses and damages arising as a result of publicity or posting errors caused by such contractors and influencers after such Materials have been approved by Agency and Client. Agency will provide Client with a copy of the contractors/influencers' indemnification agreements upon request.

9.4 Indemnification Requirements
The indemnifying party shall only be obligated to indemnify the indemnified party if: (a) the indemnified party shall promptly notify the indemnifying party of all threatened or actual claims, demands or reasonably foreseeable liabilities that require indemnification; (b) at the cost of the indemnifying party, the indemnified party shall provide reasonable assistance in defending such claims and shall not admit any liability nor in any way prejudice any defenses the indemnifying party may have against the claimant; (c) the indemnified party does not settle any claim without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld. Further, if the indemnified party wishes to be represented by its own counsel, it may do so at its sole cost.

9.5 In the event Agency is called upon to respond to or assist you in connection with litigation commenced or threatened against you by third parties (for example, in complying with a document subpoena) except due to the fault or negligence of the Agency, we will be entitled to pre-approved staff time charges and reimbursement of out-of-pocket expenses for services rendered to you, or time spent by us in connection with such matters.

9.6 After we have issued material to the press or to another third party, its use is no longer under our control. We cannot assure the use of materials by any media or that any information published will accurately convey the information provided by us.

9.7 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Agency's total aggregate liability for any claim of any kind arising as a result of or related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received from you for the particular project(s) which form(s) the basis of such claim, PROVIDED THAT THE FOREGOING LIMITATION ON LIABILITY WILL NOT APPLY TO (A) AGENCY'S INDEMNIFICATION OBLIGATIONS, (B) AGENCY'S BREACH OF THE WARRANTY, (C) AGENCY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (D) CLAIMS, FINES AND INCURRED COSTS RELATING TO AGENCY'S BREACH OF WARRANTY, OR (E) ANY FINES, FEES OR ASSESSMENTS IMPOSED ON CLIENT BY A THIRD PARTY OR GOVERNMENTAL AUTHORITY AS A RESULT OF AGENCY'S ACTIONS OR INACTIONS. THE ALLOCATIONS OF LIABILITY IN THIS SECTION REPRESENT THE AGREED AND BARGAINED-FOR UNDERSTANDING OF THE PARTIES, AND THE COMPENSATION EXCHANGED BETWEEN THE PARTIES REFLECTS SUCH ALLOCATIONS.

10.FAILURE OF SUPPLIERS; FORCE MAJEURE

Agency will endeavor to the best of its ability to guard against any loss to you through failure of suppliers to execute properly their commitments, but Agency shall not be held responsible for any failure on their part which is beyond their control or without their fault or negligence. In addition, neither party shall be liable for any delay or failure to carry or make continuously available the services or perform its obligations hereunder, if such delay or failure is due to any cause beyond its control, including without limitation, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power

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failures or interruptions, or mechanical or electronic breakdowns or health emergencies. In the event either party is unable to perform its obligations due to a force majeure event and such delay continues for a continuous period of 30 days either party may terminate this Agreement forthwith without any further liability. If a party's performance of its obligations under this Agreement is affected by an event contemplated by this clause that party will use commercially reasonable efforts to promptly restore itself to a position where it can perform its obligations.

11.TERM & TERMINATION

11.1 The term of this Agreement shall commence as of May 1, 2020 and shall continue through March 31, 2021 in accordance with this Agreement. Subject to a performance evaluation as set out under Exhibit A by the Client, an optional renewal by the Client shall be in place for one year, beginning 1 April 2021 through 31 March 2022, at which time contract shall be renewed for one year, or terminated.

11.2 Termination for Convenience

11.2.1 Either party may terminate this Agreement for convenience and without cause upon ninety (90) days' prior written notice to the other party. Upon Client's termination of the Agreement in accordance with this provision, the Client shall pay Agency, in full discharge of all obligations of any current Media Agreement(s), for (i) such portion of the Services as Agency shall have completed prior to the effective date of termination; plus (ii) the cost to Agency, if any, of any reimbursable costs that are not cancelable prior to the effective date of termination; plus (iii) the cost of undelivered materials to be provided by Agency pursuant to the Media Agreement(s) for which bona fide, irrevocable orders have been placed by the Agency prior to the termination; plus (iv) the cost to Agency of termination and settling of any approved subcontracts and influencers. Upon Agency's termination of the Agreement in accordance with this provision, the Agency shall refund in full to the Client in respect of (i) all services and deliveries that have been pre-paid and not completed and accepted by the Client prior to the effective date of termination and (ii) bear all payment obligations including all compensation and penalty as imposed under the Media Agreement(s) or agreements with subcontracts and influencers which are subsequently canceled without Client prior approval. For the avoidance of doubt, in case any advance payments have been made by the Client to the Agency against any Media Agreements for which Agreements are terminated by the Agency for convenience, without Client prior approval, the Agency shall refund in full all advance payments to the Client whether or not any services under it have been delivered as at the date of termination. Provided that the Client shall have the sole discretion to accept partial performance of the Agency's deliveries and services and in which case a partial payment representing the deliveries and services which could be of use and accepted by the Client would be payable to the Agency. If the parties cannot agree upon the amount of the partial payment, it is deemed that partial performance is not acceptable and the Agency shall make full refund of all advances to the Client within thirty (30) days of termination.

11.2.2 The Agency shall reasonably negotiate termination for convenience clause and weather contingency cost in all agreements with subcontracts and influencers and shall seek the Client's approval accordingly prior to the commitment.

11.3 Termination for Breach

In the event that Client or Agency breaches and fails to cure any of its material obligations hereunder within 30 days, the other party shall have the right to terminate this Agreement unilaterally upon sixty (60) days' written notice to the breaching Party.

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11.4 Bankruptcy

In the event of the bankruptcy, insolvency, liquidation, winding up, reorganization, protection or relief of either party under any law of any jurisdiction, or upon issuance of any order for relief or the appointment of a receiver, trustee, or other similar official for such party (the "bankrupt party"), the other party (the "solvent party') may thereupon terminate this Agreement and any licenses granted by the solvent party hereunder upon written notice to the bankrupt party, so long as not in violation of law, without prejudice to any right or remedy that the solvent party may have. In the event that a solvent party having the right to do so does not terminate this Agreement pursuant to this Section 11.4, then the rights and licenses granted hereunder by the bankrupt party shall be deemed to be, for the purposes of the U.S. Bankruptcy Code (the "Code") (11 USC §365(n)) as amended, licenses of rights to "intellectual property" as defined under §101 of the Code. As such then the solvent party, as a licensee of rights and licenses hereunder shall retain and may fully exercise, to the extent that solvent party continues to abide by the applicable terms hereof, all of its rights and elections under the Code and otherwise.

11.5 Effect of Termination

If this Agreement is terminated for any reason,

11.5.1 All licenses granted herein shall survive termination or expiration of this Agreement.

11.5.2 Provided all outstanding fees and reimbursable costs have been paid, the Agency will, within (30) days of receipt of final payment deliver or cause to be delivered to Client all: (a) Materials; (b) contracts and reservations for time, space, talent and other advertising adjuncts entered into by the Agency for Client (and, upon request of Client, assign to Client all Agency's rights and interest in the contracts and reservations); and (c) and all content, notes or other materials provided by Client to Agency for the purpose of providing the Services.

11.5.3 The rights, duties and responsibilities of the Agency and Client will continue with full force and effect during any period of notice given under this Agreement.

12.NON-SOLICITATION

Due to training, employment and replacement costs, unless agreed to in a writing duly executed by both parties, Client agrees that during the term of this Agreement and for a period one year thereafter, it will not employ or attempt to employ any employee of Agency who had been assigned to or involved with Client account. In the event that Client does employ an Agency employee directly, a fee equal to 30% of the employee's first year's compensation package will be due Agency upon acceptance by the employee of employment.

13.NON-COMPETE

Under no circumstances will the Agency take on new Travel/Lifestyle sector accounts, projects or render any services to any third party which may cause a conflict of interest with the Client account, unless with the prior authorization and written approval of Client. Examples include National Tourism Organizations (NTOs), Convention and Visitors Bureau (CVBs), etc. for competing Asian destinations, cities and countries such as China, Tokyo/Japan, Macao, Singapore, Bangkok/Thailand, Korea, Vietnam, Cambodia, Myanmar, Philippines, Brunei, Taiwan, Indonesia or Australia.

Agency acknowledges and agrees that, notwithstanding any other provision of this Agreement, Client may terminate this Agreement immediately, in addition to other rights and remedies Client may have, if Client is of the opinion that the Agency has directly or indirectly provided services with respect to any product or service that directly competes with any product or service offered by Client.

14.INSURANCE

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The Agency will maintain at its expense throughout the period of this Agreement, commercially reasonable insurance coverage for personal property which are its or the Client's property and in the possession or control of Agency or its subcontractors or agents, including coverage of such property for such time as Agency has the obligation to complete its Services with respect to or utilizing such property. To the extent such property is not insured, Agency will be liable for such loss.

15.CUSTODY OF CLIENT TANGIBLE PROPERTY

15.1 All social marketing, and creative content materials prepared on Client's behalf or purchased, licensed or otherwise obtained for Client's account (herein after "Social Marketing Materials") shall be the sole and exclusive property of Client, subject to the provisions of Section 4 and any third party rights, restrictions or obligations of which Agency notifies Client in advance. Agency shall obtain the Client's pre-approval in writing for Agency to use any and all Social Marketing Materials. The Agency shall keep in its care all Client's property entrusted to it to perform its Services.

15.2 Agency will release and relinquish access to any Client social media platforms for which it has been creating, administering and executing social media content, posts and monitoring on behalf of the Client once the Agreement has been terminated.

15.3 The Agency shall be entitled to destroy all Client property left in its custody after having given Client not less than thirty (30) days' notice in writing of the Agency's intention to destroy. If Client elects to have the property delivered to it, Agency will do so at Client's cost.

16.INDEPENDENT CONTRACTORS

The sole relationship between the parties shall be that of independent contractors. Nothing herein shall be construed to constitute the parties as partners, joint ventures, or agents of each other in any way whatsoever. Neither Party shall make any warranties or representations, or assume or create any obligations, on the other Party's behalf except as may be expressly permitted hereby. Each Party shall be solely responsible for the actions of its respective employees, agents, and representatives. Upon expiration of the notice period specified in Section 11.1 except as otherwise noted in this Agreement, no rights or liabilities shall arise between Client and Agency as a result of this Agency relationship, including, without limitation, any and all agreements, plans or understandings which may have been made or arranged for Client future advertising, provided, however, that any and all non-cancelable contracts or agreements which have been authorized by Client (or any uncompleted work previously approved by Client, either specifically or as part of a plan) and still valid and existing upon the expiration of such notice period, which contracts or agreements may not be assigned by Agency to Client or its assignees, shall be executed to completion by Agency and paid for by Client in accordance with the terms of this agreement.

17. ENTIRE AGREEMENT

This Agreement, together with the Statement of Work, if any, as it is attached hereto as an exhibit, exclusively and completely states the rights, duties and obligations of the parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the parties. This Agreement may only be amended by a written document that is signed by both parties. The parties, by their representatives signing below, agree with the terms of this Agreement and further certify that their respective signatories are duly authorized to execute this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party.

18. GOVERNING LAW

This Agreement shall be interpreted exclusively under the laws of the State of New York. The parties agree to submit to exclusive jurisdiction of the State and Federal

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Courts of New York. Any suit, action or other proceeding relating to this Agreement shall be brought in the Courts of Record of the State of New York or in the United States District Court for the Southern District of New York.

18.1 Arbitration

Except for the enforcement of Section 6.9 by Client, all controversies, claims, disputes or counterclaims arising under or relating to this Agreement or any resulting transaction, whether it involves a disagreement about its meaning, interpretation, application, performance, breach, termination, enforceability or validity and whether based on statute, tort, contract, common law or otherwise, (collectively "Dispute") which cannot be resolved by the representatives of the parties directly involved within a reasonable period of time, upon request of either party shall be submitted to binding arbitration before a single arbitrator knowledgeable regarding advertising and banking law. The arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association ("AAA") in accordance with the Federal Arbitration Act (Title 9, United States Code) or such other superseding Federal law as may be adopted hereafter and the then existing commercial arbitration rules of the AAA. To the extent any provision of the Federal Arbitration Act is inapplicable, unenforceable or invalid, the law of the state of New York will apply. The provisions of Rule 26 of the Federal Rules of Civil Procedure are incorporated and made part of the Agreement. Depositions may be taken and discovery may be obtained in any arbitration under this Agreement only in accordance with these provisions. The award of the arbitrator shall be in writing and shall specify the facts and the law on which it is based. The award of the arbitrator may be entered in any state or federal court having jurisdiction thereof. The arbitration shall take place in New York, New York.

19. FACSIMILE COUNTERPARTS

This Agreement may be executed in one or more counterparts all of which taken together shall constitute one and the same instrument. Signatures transmitted by fax shall be enforceable to the same extent as originals.

The parties acknowledge their acceptance of the terms and conditions of this Agreement by signing below.

HONG KONG TOURISM BOARD

By: _____

Name: Dane Cheng

Title: Executive Director

Date: 28 April 2020.

FINN PARTNERS, INC.

By: _____

Name: Martin Ettlemyer

Title: Chief Financial Officer

Date: April 27, 2020

HONG KONG TOURISM BOARD

By: _____

Name: Cynthia Leung

Title: Regional Director, Americas

Date: 28/4/2020

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EXHIBIT A
SCOPE OF WORK

Broad Requirements

- Offer a fully integrated approach to Public Relations and Social Marketing that is inclusive of consumer, media, trade and MICE engagements
- Promote HKTB's messages in the US while concurrently driving campaigns and promotions across various platforms
- Engage with US media, influencers, consumers and trade continually with positive messages and innovative campaigns that align with HKTB's global communications strategy.
- Provide all Public Relations, Publicity and Media Co-op services
- Secure services of Influencers for Earned Media
- Develop, execute and manage all Paid Social Media Ad campaigns including copy development for Tweets, Pins, and FB and IG posts, and other social marketing platforms as necessary, within the monthly retainer fee.
- Recommend and vet all Influencers for Paid campaigns
- Develop and manage integrated "Big Idea" campaigns that include both PR and Social components and where appropriate, Influencers/Key Opinion Leaders (KOLs) who are well versed in PR, digital and social platforms, and have effective audience bases.

Integration

Provide strategic consultancy, conceptualization and execution of measurable PR and Social campaigns that contribute to meeting annual KPIs:

- Examine target market segments and present a detailed plan to re-engage U.S. markets through the use of effective PR and Social tactics.
- Promote Hong Kong year-round Mega events and festivals relevant to the U.S., from press release to social posting, ensuring social and PR releases are aligned in timing through a shared PR and Social content calendar:
    - Includes a focus on agenda-setting media (such as long-lead calendar listings for PR and Social) as well as consumer, trade and online media coverage
    - Mega Events such as New Year's Eve and Chinese New Year require aggressive hands-on pitching support and detail-oriented reporting
- Identify and recommend media, journalists, influencers and bloggers who should be targeted for HK familiarization trips; recommend the best activities for engaging their audiences.
- Identify and build relationships with KOLs to leverage content while cultivating brand ambassadors that provide effective programs overtime, not just one-off programs.
- Identify, develop and execute traditional and non-traditional "Big Idea" campaigns or partnership opportunities that can leverage both Social and PR components and assist in crafting a value proposition to the prospective partners to secure the collaboration.
- Develop integrated campaign to promote each "Big Idea" or partnership that includes PR and Social strategies , negotiating postings/reach from partners/influencers with paid support components
- Provide sufficient account representation to oversee the HKTB account to fulfill the objectives and plan as directed by HKTB. Provide necessary staff to complete tasks and services as outlined in this Scope of Work. Agency shall provide HKTB with direct access to all persons providing services to or on behalf of HKTB.

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Reporting and Analysis

PR:

- Provide monthly performance report and clipping service of earned broadcast, print, online media placements to HKTB that includes viewership / circulation /impressions and Publicity Value for each
- Report individual media placements in real time to HKTB. HKTB may also require clippings of organic placements on a case-by-case basis
- Create media sentiment reports monitoring all earned and organic U.S. coverage, using tools such as Trendkite, as needed

Social:

- Provide monthly performance reports for each social platform including, but not limited to social sentiment, trends, organic and paid post performances, growth, and reach
- Provide quarterly Reach report of Hong Kong content distribution from paid Facebook and organic Twitter
- Provide bi-yearly annual social media landscape report, with upcoming social media trends, new platforms, and implications for HKTB and a comprehensive annual competitive review report
- Provide bi-yearly competitive social marketing and PR reports to determine the strategy and execution of key Asian competitive destinations.
- Provide various reports for specific campaigns and/or KPI-driven campaigns.

Weekly joint status calls.

Reactive Crisis Communication / Reputation Management*

- Alert HKTB as to potential negative stories or issues that may need to be dealt with in the media and on social platforms, and recommend crisis management activities.
- Identify and alert HKTB where lobbying or high level intervention may be required in market and recommend a USA-centric position.
- Draft responses and talking points on behalf of HKTB for approval of inbound media requests from a PR and Social perspective
- Monitor / report on any offensive activities on the platforms that may potentially develop into crisis to HKTB

*Most crisis work involving creating statements, TPs and managing media requests and interviews is covered under the fee.

a. Any crisis work that involves 25/7 monitoring; and extensive reporting would be based on an hourly rate; estimated prior to commencement of work and with client approval
b. Crisis situations of much larger magnitude requiring considerable time of senior agency leadership would be based on an hourly rate depending on the length and severity of the incident; estimated prior to commencement of work and with client approval.

Public Relations

Operational and Day-to-Day PR Services

- Create an "always on" press office including consumer, travel trade and MICE media engagement
- Research, evaluate and source paid media co-ops and unpaid media opportunities to increase our brand reach and visibility
- Secure taped, live and streaming television (news, scripted, reality, documentary, etc.), online video and film sponsorship opportunities. In most cases, these will be "pay for play."
- Comprehensive PR campaigns to maximize broadcast, print and online exposure of annual high-profile HK celebrations such as New Year's Eve Countdown and

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Chinese New Year, with detailed reporting; Campaigns sometimes require working during holiday hours

- Prepare and issue press releases, creative pitches and fact sheets for media coverage promoting thematic and evergreen story angles
- Pitch HKTB spokespeople for media opportunities such as interviews (estimated 6 interviews or pull quotes per year) with travel trades or panel discussions at key tourism events to discuss campaigns or trends; draft talking points as needed
- Draft custom content (articles, editorial/opinion/advertorial pieces) for publications or media co-ops as requested by HKTB
- Fact-check and provide images to media for upcoming coverage
- Identify and leverage PR opportunities in the US (such as editorial calendars, or pitching round-up opportunities) that will engage with Hong Kong's key audiences and maximize positive editorial coverage

Individual Press Trips

HKTB will provide travel assistance to qualified journalists on assignment covering topics relevant to HKTB' goal of increasing travel and tourism to Hong Kong. A qualified journalist must cover multiple message points (such as food, lodging and experiences) to present well-rounded coverage of the destination. Agency shall:

- Recommend top journalists and publications for individual press trips and proactively reach out on an ongoing basis to secure interest, with a goal of executing 1-2 per month
- In conjunction with HKTB U.S., develop recommended itineraries for press trips based on journalist/outlet interest and assignment, working with HKTB partners based in the U.S. to secure complimentary or discounted travel means, lodging, meals and activities whenever possible
- Follow up with journalists after FAM to secure agreed upon media coverage
- Report on earned media coverage and/or any other return on investment relating to the press trips in monthly reporting to HKTB

Group Media Familiarization Trips ("FAM")

Ideate, develop, recruit and oversee Group Media FAMs as instructed for the purpose of providing the opportunity to experience Hong Kong and activities resulting in earned media coverage. Agency shall:

- Recommend top journalists/publications and influencers to attend FAM on assignment, with a goal of executing 2-4 per year with 5+ attendees each
- In conjunction with HKTB U.S., develop recommended itineraries for press trips based on journalist/outlet interest and assignment, working with HKTB partners to secure complimentary or discounted travel, lodging, meals and activities whenever possible
- Send approved itineraries/updates to journalists, and advise journalists of expectations
- Provide staff to attend media FAM tours as needed in representation of HKTB
- Follow up with journalists after FAM to secure agreed upon media coverage
- Provide project wrap-up report

Annual NYC Press Tour

Coordinate annual media tour in NYC to meet with editors, writers and freelancers and pitch key messaging, openings, events, partnerships, etc. to solidify future coverage of the destination and recruit attendees for individual and group press trips. Agency shall:

- Provide a list of proposed outlets and freelancers for HKTB review in advance of outreach
- Confirm office deskside meetings, or coffee/ meals / drinks with said media
- Recommend ground transportation to and from meetings, including cost, for approval before booking
- Create individual journalist backgrounders and briefing sheets to HKTB PR in advance of media tour
- Provide staff to accompany HKTB PR representative at the meetings as needed
- Provide media tour wrap-up report to HKTB PR with detailed notes of meetings, such as topics of interest and follow-up materials requested by journalist

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Performance Evaluation:

The criteria against which the performance of the Agency is to be reviewed shall be the following: (a) satisfactory performance of all obligations under this Agreement; and (b) the Key Performance Indicators.

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EXHIBIT B
FINN PARTNERS, INC. HOURLY RATES

Founding Partner	$500
Senior Managing Partner	$475
Managing Partner	$425
Senior Partner	$385
Partner	$375
Vice President	$290
Associate Vice President	$250
Account Supervisor	$225
Senior Account Executive	$200
Account Executive	$165
Asst. Account Executive	$140
Partner in Training	$110

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