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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 Street, New York, NY 10022

4. Name of Foreign Principal
St. Kitts Tourism Authority

5. Address of Foreign Principal
Pelican Mall, PO Box 132
Basseterre, St. Kitts
ST. KITTS AND NEVIS

6. Country/Region Represented
ST. KITTS AND NEVIS

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

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
St. Kitts Tourism Authority

b) Name and title of official with whom registrant engages
Ellison Thompson, CEO - St. Kitts Tourism Authority

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
04/21/2022	Martin Ettlemyer	/s/Martin Ettlemyer

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EXECUTION

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Date	Printed Name		Signature
April 15, 2022	Martin Ettlemyer	Sign	
		Sign	
		Sign	
		Sign	

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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
St. Kitts Tourism Authority

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 10/01/2021

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

Public relations activities to promote tourism in St. Kitts and increase visitors to the destination.

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

Industry research; general counsel; media relations; media integrations; press trips

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

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

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

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Date	Printed Name	Signature
04/21/2022	Martin Ettlemyer	/s/Martin Ettlemyer

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EXECUTION

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Date	Printed Name		Signature
April 15, 2022	Martin Ettlemyer	Sign	
		Sign	
		Sign	
		Sign	

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MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into and made effective as of October 1, 2021 (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 St. Kitts Tourism Authority, Pelican Mall, P.O. Box 132, Basseterre, St. Kitts. ("Client"/"you"). All amounts reflected in this document are in US dollars. The parties hereby agree as follows:

1. **SCOPE OF WORK**

Agency will provide public relations and marketing services (the "Services") in support of Client, which will be outlined and added to this Agreement periodically and agreed upon by both Agency and Client through Scope(s) of Work (SOW).

2. **PROFESSIONAL FEES AND BILLING**

(a) Budgets for each SOW will be approved by the Client in writing and covered under this Agreement. 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. Agency shall not exceed the budget parameters of each SOW without advance approval from Client.

(b) 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.

(c) If the invoices due Agency should ever exceed 60 days from invoice date, 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.

(d) Without limiting the foregoing, Agency reserves the right in the case of any delinquency of Client's payments or any impairment of Client's creditworthiness, to change the requirements as to terms of payment under this Agreement.

(e) Services that are requested by Client that are beyond the scope of this Agreement, 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.

3. **EXPENSES**

(a) Client agrees to reimburse Agency for expenses incurred and out-of-pocket disbursements made in connection with Agency's performance of Services hereunder including, but not limited to, international phone charges, postage, delivery charges, photography, event expenses, 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.

(b) Expenditures over USD $500 will be approved by the Client in advance. Such expenditures will be submitted and documented through the Client's project submission process. Agency shall mark-up such expenses by 8%.

(c) Database and Subscription Services will be submitted and documented through the Client's project submission process and invoiced through expense billing. Such Services cover 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. Examples are Cision, Meltwater, Muck Rack, Tagger, and the like.

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(d) In connection with its performance of Services hereunder, we may purchase 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. We have the right to confirm with vendors and other suppliers that they expressly agree to payment on such terms.

4. OWNERSHIP

We acknowledge and agree that, upon full payment of all sums due to us under this Agreement, all photography, brochures, manuals, film, signage, and other creative materials (collectively referred to as "Materials") generated by or for us in the performance of this Agreement shall be deemed "work made for hire" and shall, between you and us, be your exclusive property, subject to any third party rights, restrictions or obligations of which we notify you. Likewise, you acknowledge that we retain ownership of all works of authorship created by or for us prior to or separate from the performance of Services under this Agreement, including, but not limited to, our proprietary information/services, templates, training materials, programming, code, media lists, and third party relationships held by us.

5. INDEMNIFICATION

(a) Because of your intimate familiarity with your business and the fact that we serve as your agent, we cannot undertake to verify all the facts supplied to us by you. Because of this, you agree to indemnify, defend and hold harmless us and our subsidiary and affiliated companies, and our and their employees, officers, directors, shareholders, licensees and agents from and against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which we or such other party may incur as the result of any claim, suit or proceeding brought or threatened arising out of (i) the nature or use of your products or services; (ii) any assertions we may make on your behalf, including assertions about your company, your products or services, or about your competitors and any of their products or services, in any materials we may prepare for you, if the assertions are based on materials, information, representations, reports, data or releases supplied to us by or through you, or which you approve; (iii) risks or restrictions which we bring to your attention where you elect to proceed; or (iv) infringement or claims of infringement arising out of our adherence to your instructions (excluding claims covered under our indemnity below).

(b) Likewise, we will indemnify, defend and hold you harmless against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which you may incur as the result of any claim, suit or proceeding brought or threatened against you based upon or arising out of any Materials furnished by us to you and used by you without alteration pertaining to libel, slander, defamation, copyright infringement, invasion of privacy and/or plagiarism, except to the extent that such claims arise from information or materials supplied by or through you.

(c) In the event we are 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), we will be entitled to 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.

(d) 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.

(e) 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.

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6. CONFIDENTIALITY

Confidential materials provided to us shall be maintained for a period no longer than two years and, thereafter, either returned to you or discarded, as you direct in writing at the end of our business relationship. If you prefer us to adopt a different practice regarding the retention of confidential materials or, for that matter any materials that are provided to us to perform services under this Agreement, please let us know in writing.

7. 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. 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 (other than client's payment obligations), 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 failures or interruptions, or mechanical or electronic breakdowns.

8. TERM & TERMINATION

(a) The term of this Agreement shall commence as of October 1, 2021 and shall continue for a period of twenty-four (24) months through September 30, 2023, unless extended for an additional period upon mutual written agreement between the parties not less than 90 days prior to expiration date.

(b) This Agreement and any SOWs may be terminated by either party by giving 60 days' prior written notice to the other party. During said 60 day notice period, we will, on your request, continue to provide our Services but, whether or not you request our Services in that period, the monthly retainer fee (or the average monthly fee for the six preceding months, whichever applies) will be due to us in each month during that period.

(c) In addition, either party may terminate this Agreement if (i) the other party is in breach or default of any material term of this Agreement, and said breach or default continues uncured for a period of thirty (30) days after such party's receipt of written notice specifying the grounds of such breach or default; (ii) a petition under any bankruptcy law is filed by or against the other party; (iii) the other party executes an assignment for the benefit of creditors; (iv) a receiver is appointed for the other party's assets; or (v) the other party becomes insolvent or takes advantage of any insolvency or any similar statute.

9. 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, either directly or indirectly, 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.

10. INDEPENDENT CONTRACTORS

Except as otherwise set forth herein, the relationship between the parties shall be that of independent contractors. This Agreement shall not make either party a partner or employee of the other.

11. 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

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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.

12. 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 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.

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

ST. KITTS TOURISM AUTHORITY	**FINN PARTNERS, INC.**
By:	By:
Name: Racquel Brown	Name: Martin Ettlemyer
Title: CEO	Title: Chief Financial Officer
Date: 22/10/2021	Date: October 25, 2021

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EXHIBIT A
SCOPE OF WORK: ST. KITTS TOURISM AUTHORITY DESTINATION PUBLIC RELATIONS

This is a Statement of Work to the following Contract for Services with St. Kitts Tourism Authority

Contractor Name:	Finn Partners, Inc.
Date Master Services Agreement:	October 1, 2021
Title of Base Agreement:	Master Services Agreement

The following terms shall apply in addition to the terms of the Agreement:

Proposed Activity and Statement of Work: Destination Public Relations
A comprehensive public relations program for St. Kitts Tourism Authority (SKTA) will increase awareness for the destination with the ultimate goal of driving bookings. This integrated PR program will focus on engaging target consumers, exploring ways to reach new audiences, nimble response to the evolving landscape, and creatively driving coverage for and engagement with the destination.

Objectives:

- Secure meaningful media placements in key regional and national (consumer and trade) publications.
- Educate media and consumers about the quintessential Caribbean experiences available only in St. Kitts.
- Drive unaided awareness for St. Kitts.

Tactical Focus:

- Develop and implement an annual strategic communications plan. Amend strategy as necessary throughout the term of the Agreement.
- Build and maintain robust national and regional media lists, across verticals including lifestyle, travel, news, dive, soft adventure, and related industry trade (travel/tourism, hospitality, airline). Targets to include print, online, broadcast.
- Aggressive earned media program, focused on St. Kitts' key differentiators. Earned media program includes:
  - Proactive media outreach
  - Management of inbound media inquiries
  - Creation of press releases
- Pursue opportunities for St. Kitts to be a part of national and key regional trend stories.
- Creation and management of a results-oriented media and influencer visit program
  - Exploring and pursuing media/influencer participants
  - Vetting and evaluating inbound requests
  - Negotiation of influencer agreements: content creation, social media amplification, barter or sponsorship terms
  - Itinerary development and logistical planning

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  - Message creation and pre-travel prep materials
  - Trip escorting, as needed
  - Post-trip follow-up to ensure ROI
  - Tracking and reporting

- Asset management, inclusive of imagery, fact sheets, bios, Q&A documents, digital press kits, and other; refreshing of existing materials, and creation of new materials, as needed.

- Twitter account management, inclusive of media engagement, travel advisory updates, crisis communications, and redirection of traveler inquiries.

- Ongoing and consistent review of SKTA's existing data analytics; use data to drive and evolve forward-looking PR strategy

- On-site and post-event support at key industry events.

- Leverage key SKTA executives and government officials as appropriate.

- Crisis support
  - Monitoring
  - Liaising with SKTA team
  - Creation and dissemination of materials (via direct media correspondence and via social media)

- Support trade and digital teams in creating consistent messaging for external marketing materials; collaborate with SKTA internal team and other agency partners in the US and internationally.

- Efficiently and effectively communicate key tourism-related updates from government officials.

- Measurement and reporting.

Account Management:

- Ongoing involvement from senior leadership.

- Weekly status calls inclusive of agendas and notes; FINN will also be available on an ongoing basis for daily communication and additional meetings as needed.

- Delivery of coverage in real time, with circulation metric.

- Monthly reporting.

Term:
October 1, 2021 – September 30, 2023

Budget and Fee Payment Schedule:
A budget of $600,000 has been designated for the period of October 1, 2021 through September 30, 2023, at a retainer fee of $25,000 per month. The first fee payment is due within 15 days after Agency commences work, Thereafter, Client shall be billed the monthly fee retainer on the 1st of each month with payment due within 30 days of receipt. Agency shall not exceed the budget parameters without advance written approval from Client.

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For Client:

Name: Racquel Brown

Title: Chief Executive Officer

Date: 26th October 2021

For Agency:

Martin Ettlemyer

Chief Financial Officer

Date: October 24, 2021

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