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OMB No. 1124-0004; Expires July 31, 2023

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
Dubai Corporation for Tourism and Commerce Marketing

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? 10/13/2020

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

Public relations activities to promote tourism in Dubai 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 activations planning and support, influencer marketing and media monitoring 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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
10/14/2022	Martin Ettlemyer	/s/Martin Ettlemyer

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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
10/18/22	Martin Ettlemyer	

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حكومة دبي
GOVERNMENT OF DUBAI

DUBAI
للاقتصاد والسياحة
Economy and Tourism

Date: - 01-10-2022

Martin Ettlemyer,
Chief Financial Officer,
301 E. 57 Street, New York, NY 10022

Subject: Agreement renewal – PR Representation Services In USA (DTCM/C/GEN20/2229)

Dear Dana,

We hereby make reference to Public Relations Services in USA (**DTCM/C/GEN20/2229**) with a commencement date of 1 October 2020 (the **Agreement**). In accordance with Clause 1.1.2 of the Agreement, both parties agree to renew the Term of the Agreement for an additional period of 3 months from the expiration of the Term as defined in the Amendment Agreement 1 (DCTCM/FINN/22/42200221). In furtherance thereof, the Agreement shall expire on 31st December 2022, unless earlier terminated in accordance with the Agreement.

Please acknowledge your confirmation of the extension of the term by signing below.

We look forward to continuing our work on this matter.

Kind regards,

Issam Kazim
CEO, DCTCM

Acknowledge and Agreed:

Name: Martin Ettlemyer
Title: CFO

Signature:

Stamp:

FINN PARTNERS, INC. CORPORATE SEAL 1984 NEW YORK

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GOVERNMENT OF DUBAI

DUBAI
للاقتصاد والسياحة
Economy and Tourism

AMENDMENT AGREEMENT NO. 1

1 JANUARY 2022

Between

Dubai Corporation for Tourism and Commerce Marketing

and

FINN Partners

For the Provision of Public Relations Services in USA.

Ref. **DCTCM/FINN/22/42200221**

(Amendment 1 to DTCM/C/GEN20/2229)

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GOVERNMENT OF DUBAI

DUBAI
للاقتصاد والسياحة
Economy and Tourism

THIS AMENDMENT AGREEMENT is made on 14th Jan 2022

BETWEEN:

THE FIRST PARTY

Name: DUBAI ECONOMY AND TOURISM

Address: 3rd Floor, The Offices Building 2, One central District, Dubai World Trade Centre, P. O. Box 594, Dubai, United Arab Emirates.

Represented by: Mr. Ahmad Khalifa Al Falasi, Chief Executive Officer

Hereinafter called the (the Client); and

THE SECOND PARTY

Name: Finn Partners, Inc,

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

Represented by: Martin Ettlemyer, Chief Financial Officer

Hereinafter called the (the Consultant)

The Client and the Consultant shall be referred to hereinafter either individually as a **Party** or collectively as the **Parties**.

WHEREAS:

(A) The Parties have entered into a Service Agreement (Reference No.: DTCM/C/GEN20/2229) dated 1st October 2020 for the provision of "Public Relations Services in USA" (the **Original Agreement**). The Original Agreement is attached herein as Schedule 2.

(B) The Parties now wish to amend the Scope of Services.

(C) The overall cost agreed remains the same as per the Original Service Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. INCORPORATION OF DEFINED TERMS

Where capitalised words are used in this Amendment Agreement, they have the same meaning as defined in the Original Agreement unless otherwise expressly stated.

2. AMENDMENT

2.1 Effective from the date specified in Clause 3.1 below, the terms and conditions of the Original Agreement shall be remain the same.

(a) The Amended scope of work as agreed by both parties has been added in Schedule 3

(b) The updated KPI's as listed by both parties have been listed below

Deliverables	Quantity
1. **Brand Positioning, Planning & Strategy: Annual PR plan - aligned with Dubai Tourism's 2020's goals**	Developed at the kick-off of our collaboration, with revisions throughout the year(s) as needed. • The pulse of media in US/Canada markets • Define target audiences and travelers' profiles +

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	• Build message house & communication pillars • Build message house & communication pillars • Roll-out plan timeline • Monthly updated status of the PR plan inclusive planned vs. delivered Note: This needs to include the re-bound strategy post COVID-19
2. Always-on press office / Media Relations Management (pro-active and reactive)	Ongoing - Build and maintain relationships with key media in the USA on behalf of Dubai Tourism. • Build and curate media lists & editorial calendar • Manage media requests all year-long • Revamp press kit based on DET existing material • Draft, distribute and pitch press releases (8-12 press releases /year), media alerts, tailored features • Speech writing, written interviews and press briefings as needed • Media Monitoring – weekly, project based and monthly • An annual minimum of 120 pieces of coverage should be published
3. Fam/ Press Trips	Expect 3 to 4 Group Fam Trips, including approx. 4 journalists (4-5 publications) per trip. *For 2022 this is to include a fam trip from the Canadian market in Q1* *Note that:* • *1 PR Agency Representative will accompany each media visit.* • *Dubai Tourism will cover the travel costs separately – not included in the PR retainer.*
4. Broadcast opportunities	1-2 TV / Radio broadcast per year
5. Content Partnerships & Content Creation	Ongoing, not limited – to include a partnership that engages with the key US gateways . Content creation as required, to include press releases, features, speeches & briefing notes etc, as advised by Client in writing
6. Out of the box activations / integrated campaigns	2-3 per year depending on the idea, expected outcome and budget requirements
7. CEO Visit in-market	At min 1 in-market visit of DET Head Office to US – CEO meet & greets with local media.
8. Spokesperson opportunities / positioning	Identifying a minimum of 3-4 spokesperson opportunities
9. Media monitoring	Both print and online on an on-going basis.
10. Reporting	**a.** Status Calls *(weekly/bi-weekly)* **b.** Media monitoring – coverage, curations lists and crisis *(monthly and adhoc)* **c.** Management Market Status Reports *(monthly)*

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	d. Market Performance Report *(2x per year)* e. Project KPI Tracker *(created annually, tracked per project)* f. Project Closing Reports *(per project)* g. Budget Tracking *(annual and per project)* h. *Weekly reporting*
11. Crisis Management	Ongoing

3. EFFECTIVE DATE AND CONTINUITY

3.1 This Amendment Agreement shall be effective from January 1, 2022 and shall remain in full force and effect until September 30, 2022 or the completion of the Services to the satisfaction of the Department.

3.2 The provisions of the Current Agreement, in addition to this Amendment Agreement, shall continue in full force and effect and shall be read, construed and be enforceable subject to the amendments made in this Amendment Agreement.

4. GOVERNING LAW AND DISPUTE RESOLUTION

4.1 This Amendment Agreement and the relationship between the Parties shall be governed by, and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates.

4.2 If any dispute or grievance arises out of or in connection with this Amendment Agreement, each Party agrees that the dispute or grievance will be notified in writing to the other Party and discussed between relevant representatives of each Party who have the authority to settle the dispute.

4.3 If the representatives cannot agree and are unable to resolve the dispute by direct good faith negotiation within thirty (30) days from the date such a dispute was raised by a Party and communicated to the other Party in writing (or any other period mutually agreed between the Parties), the dispute shall be referred to and finally settled by the Dubai Courts. The Parties agree unconditionally and irrevocably that the Dubai Courts shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement.

4.4 The Services Provider hereby unconditionally and irrevocably renounces any right it may have to challenge in any other jurisdiction the decision of the Dubai Courts.

5. ENTIRE AGREEMENT

5.1 This Amendment Agreement is the entire agreement between the Parties in respect of its subject matter and supersedes all previous agreements with respect to the same subject matter.

6. COUNTERPARTS

6.1 This Amendment Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Amendment Agreement.

7. AMENDMENT

Any amendment of this Amendment Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Amendment Agreement and signed by the Parties.

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[Remainder of page intentionally left blank-Signature page follows]

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GOVERNMENT OF DUBAI

Economy and Tourism

IN WITNESS whereof, the Parties have caused their duly authorised representatives to execute and deliver this Amendment Agreement on the date first above written.

For and on behalf of **DUBAI CORPORATION FOR TOURISM AND COMMERCE MARKETING:**

.....

Name: Issam Kazim

Designation: CEO

Witnessed by:

.....

Name:

Designation:

For and on behalf of **FINN PARTNERS:**

.....

Name: Virginia Sheridan

Designation:

Witnessed by:

.....

Name:

Designation:

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Schedule 1
Original Agreement

Please refer to the document attached hereinafter.

DTCM/C/GEN20/2229

[Remainder of page intentionally left blank]

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Schedule 2
Scope of Work

SECTION 1: PR SERVICES

1.1) PR Strategy Planning and Execution

The newly appointed agency is asked to deliver a strategic approach on leisure tourism PR and communications for the USA, as well as reactive approach in the Canadian market as it pertains to media inquiries, aligned with Dubai Tourism's Vision 2025 goals. This should include, but not limited to:

i. Strategic approach to local print & online media
ii. Strategic approach to broadcast & content partnerships
iii. Localized editorial plan
iv. Localized events/event partnerships strategy and plan

a) Stakeholder and Partner Mapping

Undertake stakeholder and partner mapping exercise with clear identification of targets, engagement strategy and delivery versus target inclusive of pre-approved success measurement criteria.

b) Audience Segmentation, Engagement and Messaging Strategy

Dubai Tourism considers the following targeted segments for the US market, in which the PR Agency needs to supply a comprehensive and tailored message house (identifying key communication pillars) and an engagement strategy for the following target markets.

- Couples & friends – mid to affluent
- Families – parents with children ~8-17 years of age
- Stopover – highly sub segmented into 'bleisure', and niched groups including religious and seniors

c) Perception Analysis

PR Agency to carry out perception analysis of Dubai as a leisure and business destination with regular media audit and report, in addition to strategic recommendations.

d) Competitor Analysis

PR Agency to carry a competitors' analysis/SWOT (top five international competitive destinations) including (not exhaustive and indicative only): brand positioning, communication pillars, media share of voice, marketing efforts and campaigns.

e) Planning, Management and Execution of Media Familiarization Trips

Coordination of all media familiarization trips in line with approved Dubai Tourism ways of working as required in order to ensure communications plan objectives are met.

- Planned and Opportunistic Media Fam Trips

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Coordination with media and/or stakeholders to secure stopover/opportunistic media fam trips to Dubai.

- Identifying target media, pitching, draft media itinerary and outreach to local (in market) stakeholders
- Secure stakeholder support where needed, and liaise with media to ensure coverage is secure and placed in a timely manner
- Escort/ accompany trips and provide on-ground management

f) Planning, Management and Execution of Broadcast Opportunities

Coordination of all broadcast projects (which can be television, digital streaming, online, podcast, or radio content) in line with approved Dubai Tourism annual plan and brand as required in order to ensure communications plan objectives are met.

- Identifying target channel (television, digital streaming, online, podcast, or radio, etc.), pitching and securing participation
- Introduction to US-based production houses to assist in driving broadcast opportunities to Dubai
- Develop and manage with head office, filming itinerary, permits, production requirements and stakeholder participation
- Escort/ accompany trips and provide on-ground management of film crew and local production company to ensure protocols and procedures are met and overall brand standards are kept

g) In-Market Activations and Media Events

The Agency will play a key consultative role in the support and coordination of in-market activations/ media events on both the trade and consumer/media initiatives fronts. This will include logistical coordination and handling, securing media interviews and attendees (as determined by activation type) for each event as appropriate. Take the lead on event specific messaging documents, speech writing, briefing documents, Q&As, and interview opportunities. They will also work in tandem with the Head Office to brief spokespeople and staff meetings as needed.

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1.2) Press Office

The PR Agency is required to have a full-service press office representing Dubai Tourism in the USA as well as be equipped with a wider network to respond to reactive media requests across Canada and with the right mix of profiles with clear roles & responsibilities. The press office will need to deliver leisure tourism (90%) and Trade media (10%):

- Electronic press kits
- Relevant backgrounders on Dubai as a leisure and business destination
- Media monitoring
- Press releases as per Dubai Tourism's latest news and announcements relevant to the local market
- On-going proactive pitches
- Securing and managing interview requests (with both spokesperson as well as stakeholders where relevant)

a) Media Audits

PR Agency is required to run a comprehensive media audit at the start of the collaboration and will be asked to present key recommendations. Media audits should be carried out on a quarterly basis in order to track trends and analyze shifts needed and adjust the strategy and tactics accordingly.

b) Media Engagement Planning

Based on the above, the PR Agency will be asked to provide a media engagement plan over 12

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months, by identifying and prioritizing media (tier 1,2,3) with clear story angles and content placement opportunities across the editorial spectrum (print, digital and broadcast).

c) **Editorial Planning – Editorial Calendar**

The agency will be asked to build an annual editorial calendar that aligns with Dubai Tourism's strategy, tactical and brand campaigns, retail, event and festival offerings, messaging pillars, booking windows, travel trends as deemed relevant to the American market. The editorial calendar should include a mix of tier 1, 2 and 3 publications, both online and print and broadcasts/podcast/radio where relevant.

d) Media Relations Program

The agency will be asked to build and curate a comprehensive media relations program of B2C media with online, print, and broadcast/podcast/radio mediums. These lists will be used to track requests, interactions and sentiments of media towards Dubai for future engagement. The agency is also tasked with building and maintaining relationships with media in the local market aimed at leveraging new and earned media opportunities.

1.3) Administrative Services and Project Management

The PR Agency is required to undertake various administrative functions as part of ongoing servicing of the account.

a) Account Management, Budget and Reporting

To understand the impact of our efforts in the market, on a weekly, monthly and quarterly basis there will be account management and reporting required, including:

- Status Calls
- Media monitoring – coverage, curations lists and crisis
- Management Market Status Report
- Market Performance Report
- Project KPI Tracker
- Project Closing Report
- Budget Tracking
- Weekly Reporting

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1.4) KPI Matrix Overview

The below matrix sums up the KPI's for a "typical" year. Please note this matrix is provided as an indication of overall frequency of delivery for areas outlined above, however, final KPI deliverables will be contingent on project budgets for year.

Deliverables	Quantity
12. Brand Positioning, Planning & Strategy: Annual PR plan - aligned with Dubai Tourism's 2020's goals	Developed at the kick-off of our collaboration, with revisions throughout the year(s) as needed. • The pulse of media in US/Canada markets • Define target audiences and travelers' profiles + • Build message house & communication pillars • Build message house & communication pillars

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	• Roll-out plan timeline • Monthly updated status of the PR plan inclusive planned vs. delivered Note: This needs to include the re-bound strategy post COVID-19
13. Always-on press office / Media Relations Management (pro-active and reactive)	Ongoing - Build and maintain relationships with key media in the USA on behalf of Dubai Tourism. • Build and curate media lists & editorial calendar • Manage media requests all year-long • Revamp press kit based on DET existing material • Draft, distribute and pitch press releases (8-12 press releases /year), media alerts, tailored features • Speech writing, written interviews and press briefings as needed • Media Monitoring – weekly, project based and monthly • An annual minimum of 120 pieces of coverage should be published
14. Fam/ Press Trips	Expect 3 to 4 Group Fam Trips, including approx. 4 journalists (4-5 publications) per trip. *For 2022 this is to include a fam trip from the Canadian market in Q1* *Note that:* • *1 PR Agency Representative will accompany each media visit.* • *Dubai Tourism will cover the travel costs separately – not included in the PR retainer.*
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18. CEO Visit in-market	At min 1 in-market visit of DET Head Office to US – CEO meet & greets with local media.
19. Spokesperson opportunities / positioning	Identifying a minimum of 3-4 spokesperson opportunities
20. Media monitoring	Both print and online on an on-going basis.
21. Reporting	**a.** Status Calls *(weekly/bi-weekly)* **b.** Media monitoring – coverage, curations lists and crisis *(monthly and adhoc)* **c.** Management Market Status Reports *(monthly)*

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	d. Market Performance Report *(2x per year)* e. Project KPI Tracker *(created annually, tracked per project)* f. Project Closing Reports *(per project)* g. Budget Tracking *(annual and per project)* h. *Weekly reporting*
22. Crisis Management	Ongoing

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