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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
Travel Alberta

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? 05/01/2019

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

Public relations activities to promote tourism in Alberta Canada and increase visitors to the province.

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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.

See Appendix for Response

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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such 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 an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

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
03/30/2023	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
3/30/23	Martin Ettlemyer	

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Appendix
Response to Item 9

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

- Public relations strategy
- Media relations, traditional print media and social media
- Media events (virtual and in person when appropriate)
- Social media influencer relations
- Press release writing and distribution
- Development of press materials
- Crisis preparedness and communication

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Travel Alberta
Canada

AMENDING AGREEMENT #4

THIS AMENDING AGREEMENT is made as of **the execution date below.**

RE: TRAVEL ALBERTA CONTRACT NUMBER: **TAVPA 1294**

PARTIES:

TRAVEL ALBERTA, a public agency of the Government of Alberta, having an office at 400, 1601 9 Avenue SE, Calgary, Alberta T2G 0H4 ("**Corporation**") Attention: **Procurement**

- and -

FINN PARTNERS, INC., a corporation having an office at 301 East 57th Street, New York, New York 1002 ("**Contractor**") Attention: **Samantha Lacher**

BACKGROUND TO AMENDMENT:

A. On May 1, 2019 the Corporation and the Contractor entered into an agreement (the "**Original Agreement**") whereby the Contractor agreed to provide certain services to the Corporation, as set out in the Original Agreement and schedules attached to the Original Agreement.

B. The Corporation and the Contractor wish to enter into this fourth amending agreement (the "**Amending Agreement #4**") to amend the third amendment agreement ("Amendment #3"), including in certain circumstances, provisions in the schedules and previous amendments to the Original Agreement.

AMENDMENT(S):

The parties agree as follows:

1. The term of this Agreement shall be extended to **March 31, 2024**, subject to the termination rights set out in the original Agreement.

2. The following provisions in the Original Agreement are hereby amended as follows:

(a) <u>Schedule 1, Section 3.1 - Payments</u>

The maximum amount payable by the Corporation to the Contractor for the Services will be up to **$770,000 USD** from May 1, 2019 to March 31, 2024.

The following maximum annual retainer to be paid monthly on the last business day of the month:

- **Up to $110,000 USD (May 1, 2019 to March 31, 2020)**
- **Up to $80,000 USD (April 1, 2020 to March 31, 2021)**

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- **Up to $30,000 USD (April 1, 2021 to August 31, 2021)**
- **Up to $70,000 USD (September 1, 2021 to March 31, 2022)**
- **Up to $120,000 USD (April 1, 2022 to March 31, 2023)**
- **Up to $120,000 USD (April 1, 2023 to March 31, 2024)**

** **The maximum amount payable by the Corporation to the Contractor for additional project costs outside of the retainer will be up to $240,000 USD over the term from May 1, 2019 to March 31, 2024.** For any additional costs or projects will be assessed on a case-by-case basis by Travel Alberta. Project will be approved upon review of detailed Statement of Work (SOW). For additional projects that fall outside of retainer services, payment for services rendered to be paid when supporting documentation has been provided and the Corporation tis satisfied that the services have been completed.

3. Except as amended by this Amending Agreement, the Original Agreement shall remain in full force and effect in accordance with the terms thereof.

4. This Amending Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in Alberta and will be treated in all respects as an Alberta contract.

5. This Amending Agreement is of force and effect as of the date first written above.

6. This Amending Agreement may be executed in counterparts, each of which, when executed by a party to this Amending Agreement, will be deemed to be an original and those counterparts will together constitute one and the same instrument. Counterparts may be delivered by facsimile, pdf transmission or other means of electronic communication.

IN WITNESS WHEREOF the parties hereto have duly executed this Amending Agreement.

TRAVEL ALBERTA

Per: David Goldstein (Mar 18, 2022 16:34 EDT)

David Goldstein

Name of Authorized Officer (print)

CEO

Title of Officer Authorized to bind the Corporation

FINN PARTNERS, INC.

Per:

Martin Ettlemyer

Name of authorized person (print)

Chief Financial Officer

Title of authorized person

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Travel Alberta
Canada

AMENDING AGREEMENT #2

THIS AMENDING AGREEMENT is made as of **April 1, 2021**

RE: TRAVEL ALBERTA CONTRACT NUMBER: **TAVPA 1294**

PARTIES:

TRAVEL ALBERTA, an Alberta Crown Corporation, having an office at 400, 1601 9 Avenue SE, Calgary, Alberta T2G 0H4 ("**Corporation**") Attention: **Emily Cheng-So**

- and -

FINN PARTNERS, INC., a corporation having an office at 301 East 57th Street, New York, New York 1002 ("**Contractor**") Attention: **Samantha Lacher**

BACKGROUND TO AMENDMENT:

A. On May 1, 2019 the Corporation and the Contractor entered into an agreement (the "**Original Agreement**") whereby the Contractor agreed to provide certain services to the Corporation, as set out in the Original Agreement and schedule(s) attached to the Original Agreement.

B. The Corporation and the Contractor wish to enter into this second amending agreement (the "**Amending Agreement #2**") to amend the Original Agreement, including in certain circumstances, provisions in the schedules and previous amendment to the Original Agreement.

AMENDMENT(S):

The parties agree as follows:

1. The following provisions in the Original Agreement are hereby amended and / or deleted and replaced, as follows:

(a) <u>Schedule 1 – Revised Scope of Services</u>

Finn Partners, Inc. will provide the following revised scope of work to replace the existing scope and corresponding retainer fee during the time period from April 1, 2021 to March 31, 2022.

Media Relations

- **Proactive**:
  - Create and distribute a monthly media newsblast update outlining key Travel Alberta destination news.

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  - Proactively review HARO and other media inquiry databases to source and pitch potential opportunities, as appropriate.

- **Opportunistic:**
  - Share relevant media opportunities from journalists the team is working with on various other initiatives; handle opportunities through from lead to placement.
  - Maintain ongoing dialogue with journalists who have recently engaged with Travel Alberta.

- **Reactive:** Vet and evaluate in-bound media requests and inquiries from US journalists who reach out directly to Travel Alberta; handle relevant opportunities through from lead to placement.

Media Trends

- Provide weekly roundups of relevant travel landscape industry coverage; share major announcements in real time.
- Updates to include: insights on key trends; progression in coverage; intel about what journalists are looking to cover and when they are going to be ready to travel.

Market Intelligence / Research

Ongoing sharing of consumer data, with a focus on:

- Behavior
- Intent to travel (concerns, plans)
- U.S. metrics, and other regions as relevant and available

Reopening Strategy

- Development of a reopening announcement and communications plan for nimble activation immediately upon border reopening.
  - Prioritization will be on engaging media and consumer audiences in US primary and secondary markets with direct lift; key niche industries aligned with Travel Alberta's experiential offerings; media who have an existing understanding of Travel Alberta's diverse product; outlets aligning with Travel Alberta's target audience demographics.
  - Integrated / controlled content plan leveraging select media partners to deliver key messages quickly through dedicated storytelling.
  - Distribution of product boxes to immerse target media in Travel Alberta, from home.

- Utilize media coverage trends and market intelligence to evolve US external communications strategies on an ongoing basis. Planning phase to include thoughtful messaging, nimble implementation timelines, and maintenance of targeted media lists that reflect the changing media landscape.

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(b) Schedule 1, Section 3.1 – Payments

The maximum amount payable by the Corporation to the Contractor for Services will be up to **$312,000 USD** from May 1, 2019 through March 31, 2022 to be paid on a monthly basis on the last business day of the month.

The maximum annual retainer payment to be paid out on this contract agreement as per following:

- Up to $110,000 USD (May 1, 2019 to March 31, 2020)
- Up to $80,000 USD (April 1, 2020 to March 31, 2021)
- Up to $72,000 USD (April 1, 2021 to March 31, 2022)

***Travel Alberta and FINN Partners will review fee and scope bi-monthly based on evolving travel restriction regulations. Additional budget is required to: resume targeted proactive PR efforts; activate US/Canada border reopening communications plan.*

**** For any additional costs or projects will be assessed on a case-by-case basis by Travel Alberta. Project will be approved upon review of detailed Statement of Work (SOW). For additional projects that fall outside of retainer services, payment for services rendered to be paid when supporting documentation has been provided and the Corporation tis satisfied that the services have been completed.*

2. Except as amended by this Amending Agreement, the Original Agreement shall remain in full force and effect in accordance with the terms thereof.

3. This Amending Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in Alberta and will be treated in all respects as an Alberta contract.

4. This Amending Agreement is of force and effect as of the date first written above.

5. This Amending Agreement may be executed in counterparts, each of which, when executed by a party to this Amending Agreement, will be deemed to be an original and those counterparts will together constitute one and the same instrument. Counterparts may be delivered by facsimile, pdf transmission or other means of electronic communication.

IN WITNESS WHEREOF the parties hereto have duly executed this Amending Agreement.

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TRAVEL ALBERTA

Per: Kara Claypool
Kara Claypool (Apr 19, 2021 13:33 MDT)

Kara Claypool
Name of Authorized Officer (print)

VP, Finance and Corporate Operations
Title of Officer Authorized to bind the Corporation

FINN PARTNERS, INC.

Per: _____

Martin Ettlemyer
Name of authorized person (print)

Chief Financial Officer
Title of authorized person

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Travel Alberta
Canada

AMENDING AGREEMENT #3

THIS AMENDING AGREEMENT is made as of **September 1, 2021**

RE: TRAVEL ALBERTA CONTRACT NUMBER: **TAVPA 1294**

PARTIES:

TRAVEL ALBERTA, an Alberta Crown Corporation, having an office at 400, 1601 9 Avenue SE, Calgary, Alberta T2G 0H4 ("**Corporation**") Attention: **Emily Cheng-So**

- and -

FINN PARTNERS, INC., a corporation having an office at 301 East 57th Street, New York, New York 1002 ("**Contractor**") Attention: **Samantha Lacher**

BACKGROUND TO AMENDMENT:

A. On May 1, 2019 the Corporation and the Contractor entered into an agreement (the "**Original Agreement**") whereby the Contractor agreed to provide certain services to the Corporation, as set out in the Original Agreement and schedule(s) attached to the Original Agreement.

B. The Corporation and the Contractor wish to enter into this third amending agreement (the "**Amending Agreement #3**") to amend the second amendment agreements ("Amendment #2"), including in certain circumstances, provisions in the schedules and previous amendments to the Original Agreement.

AMENDMENT(S):

The parties agree as follows:

1. The following provisions in the Original Agreement are hereby amended and / or deleted and replaced, as follows:

   (a) <u>Schedule 1, Section 3.1 – Payments</u>

   The maximum amount payable by the Corporation to the Contractor for Services will be up to **$340,000 USD** from May 1, 2019 through March 31, 2022 to be paid on a monthly basis on the last business day of the month.

   The maximum annual retainer payment to be paid out on this contract agreement as per following:

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- Up to $110,000 USD (May 1, 2019 to March 31, 2020)
- Up to $80,000 USD (April 1, 2020 to March 31, 2021)
- Up to $100,000 USD (April 1, 2021 to March 31, 2022)

***Travel Alberta and FINN Partners will review fee and scope bi-monthly based on evolving travel restriction regulations. Additional budget is required to: resume targeted proactive PR efforts; activate US/Canada border reopening communications plan.*

**** For any additional costs or projects will be assessed on a case-by-case basis by Travel Alberta. Project will be approved upon review of detailed Statement of Work (SOW). For additional projects that fall outside of retainer services, payment for services rendered to be paid when supporting documentation has been provided and the Corporation tis satisfied that the services have been completed.*

2. Except as amended by this Amending Agreement, the Original Agreement shall remain in full force and effect in accordance with the terms thereof.

3. This Amending Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in Alberta and will be treated in all respects as an Alberta contract.

4. This Amending Agreement is of force and effect as of the date first written above.

5. This Amending Agreement may be executed in counterparts, each of which, when executed by a party to this Amending Agreement, will be deemed to be an original and those counterparts will together constitute one and the same instrument. Counterparts may be delivered by facsimile, pdf transmission or other means of electronic communication.

IN WITNESS WHEREOF the parties hereto have duly executed this Amending Agreement.

TRAVEL ALBERTA

Per: Kara Claypool
Kara Claypool (Aug 25, 2021 10:21 MDT)

Kara Claypool
Name of Authorized Officer (print)

VP, Finance and Corporate Operations
Title of Officer Authorized to bind the Corporation

FINN PARTNERS, INC.

Per: _____

Martin Ettlemyer
Name of authorized person (print)

Chief Financial Officer
Title of authorized person

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