

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 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

Finn Partners, Inc.

2. Registration Number

6212

3. Name of Foreign Principal

The Bahamas Ministry of Tourism, Investments & Aviation

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/01/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide Marketing Communications, Public Relations and Brand Reputation services to promote tourism from the USA to The Bahamas.

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 registration² for this foreign principal has the registrant engaged in any registrable activities, including 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 register³ to the date of registration 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
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration 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
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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.

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
06/05/2025	Martin Ettlemeyer	Sign /s/Martin Ettlemeyer
		Sign
		Sign
		Sign

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

Signature¹June 5, 2025Martin Ettlemyer
SignSignSignSign

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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.

Media Relations and Publicity
Press Trips for Travel Media
Special Events and Activations
Influencer Engagement
Crisis Communications
Reputation Management
Partnerships and promotions



PUBLIC RELATIONS SERVICES AGREEMENT

The Bahamas Ministry of Tourism, Investments & Aviation

This Public Relations services agreement ("Agreement") is entered into and made effective as of June 1, 2025 (the "Effective Date") by and between Finn Partners, Inc., a New York corporation, having a principal place of business at 1675 Broadway, NY, NY 10019 ("Agency"/"we"), and The Bahamas Ministry of Tourism, Investments & Aviation with offices at #1 Bay Street, P. O. Box N-3701, Nassau, Bahamas ("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 services (the "Services") in support of Client, as detailed in Exhibit A, which may be updated and supplemented periodically as agreed upon by both Agency and Client.

2. PROFESSIONAL FEES AND BILLING

(a) A monthly fee retainer of \$55,000 (\$50,000 for the US market and \$5,000 for the Canada market) has been designated for this Agreement effective June 1, 2025. Within 20 days after the execution of this Agreement, Client shall pay Agency \$55,000 representing payment of the first monthly fee retainer. 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 monthly fee retainer 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 amounts due Agency should ever exceed \$40,000 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.

(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, events, 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. All expenditures must be pre-approved in writing by the client and reconciled on a monthly basis.

(b) The parties agree that the 2025-2026 fiscal year out-of-pocket expense budget shall not exceed \$150,000 unless approved in advance by Client with designated and pre-approved

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expenditures. (c) 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 mark-up such expenses by 10%.

(d) The Agency charges a mandatory 5% of fees, labeled as Database and Subscriptions Services, which 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. Examples are Cision, Lexis Nexis, Muck Rack and the like.

(e) 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

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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.

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 June 1, 2025 and shall continue through May 31, 2027 unless otherwise terminated by either party in accordance with this Agreement. This Agreement may be extended upon mutual written agreement between the parties.

(b) This Agreement 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 you request our Services in that period, the monthly retainer fee 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. If Client employs an Agency employee, either directly or indirectly, a fee equal to 30% of the employee's first year's compensation package will be due to Agency upon the employee's acceptance 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 Scope 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.

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.

13. **EXCLUSIVITY**

The Finn Partners Travel Practice warrants that it will not undertake similar work for any other Caribbean Tourism Board, except for any currently in situ, without prior notification given to the Client.

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

THE BAHAMAS MINISTRY OF TOURISM,
INVESTMENTS & AVIATION

FINN PARTNERS, INC.

By: 

By: 

Name: Lisa Adderley-Anderson

Name: Martin Ettlemeyer

Title: Acting Permanent Secretary

Title: Chief Financial Officer

29th March 2025



Date:

Date: May 30, 2025



EXHIBIT A
SCOPE OF WORK

Public Relations Services United States

- Comprehensive Public Relations, Marketing Communications Services for the advancement of travel and tourism sustainability and growth in The Bahamas
- Annual Public Relations Programming and Strategic Project Plans
- Senior Agency Strategic and Creative Leadership
- Dedicated Public Relations Team for Press Center Operations, Account Servicing, Integrated Communications, B2B, B2C Media (traditional) and Influencer (digital/social) and Program Execution
- Fulfill Approved Public Relations Activities in the United States
- Support Public Relations Activities and Crisis Management in Canada
- BMOTIA Hospitality Industry Partner Relations
- Press Releases, Speeches, Briefings, Talking Points, Messaging and Pitch Documents
- Fulfillment of Media Editorial Calendars, Media Inquiries, Fact Checking, Outlet Vetting
- Conduct Press Visits on Individual and Small Group (Agency Escorted) Basis
- Support Media and Sales Missions
- Monthly New Developments Newsletters
- On-site Staffing for Media and Industry Events, Trade Shows, Conferences
- Industry and Trend Research for Public Relations Formulation
- Creative Programming, Partnerships, Sponsorships
- Thought Leadership
- Crisis Communications and Mitigation*
- Media Monitoring, Analysis and Reporting
- Weekly Calls, Monthly PR Reports, Quarterly/Annual Program Reviews

Crisis Communications*

FINN Partners USA will provide crisis counsel and management to The Bahamas Ministry of Tourism, Investments and Aviation as part of the agency's approved Scope of Work. This includes real-time crisis identification, media monitoring and reporting, strategic counsel, industry and media statements and external and internal messaging. The agency will also conduct crisis planning sessions for the BMOTIA and hospitality industry partners upon request during the agency's contract period. Terms of these sessions TBD.

Should a major crisis arise requiring significant time, staffing, on-island presence and management resources, FINN will flag and determine together with the BMOTIA appropriate agency costs for these services.



Public Relations Services – Canada

- Provide Public Relations Services to the Bahamas Ministry of Tourism, Investments, Aviation (BMOTIA) as a subcontractor to FINN Partners, Inc., for the advancement of travel and tourism sustainability and growth in The Bahamas
- Provide ongoing Public Relations planning, creative ideation and program execution in Canada
- Staff the BMOTIA Public Relations account with seasoned professionals in media and influencer relations, special events, promotions and partnerships
- Work in tandem and direction with the BMOTIA Global Communications team
- Carry out pro-active B2B, B2C media relations to garner editorial coverage in media relevant to The Bahamas
- Write press releases, pitches, talking points, BMOTIA messaging
- Collaboration with FINN USA in Public Relations planning, materials development and contributions to BMOTIA monthly newsletter
- Fulfill media editorial calendars and media inquiries
- Secure qualified media for media visits, including inclusion in global press trips
- Support BMOTIA in-country activities, such as media missions and events
- Provide crisis management as directed by the BMOTIA and FINN USA crisis integration and mitigation
- Conduct media pulse checks on coverage interest for The Bahamas
- Media monitoring, reporting, coverage impressions and clippings, monthly activity reports, quarterly and annual program reviews