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OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 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, Registration 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 and Address of Registrant	2. Registration No.
Zeno Group, Inc.	6652

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Canadian Tourism Commission - CTC	800 1045 Howe Street, Vancouver, BC, V6Z 2A9

5. Indicate whether your foreign principal is one of the following:

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

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

a) Branch or agency represented by the registrant

Canadian Tourism Commission - CTC - wholly owned Crown Corporation of the Government of Canada

b) Name and title of official with whom registrant deals

Cookie Boyle, Executive Director, Global Content

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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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8. 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 ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. 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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
March 18, 2019	Randall Corley, Global Compliance Officer	/s/ Randall Corley eSigned

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 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, Registration 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 No.
Zeno Group, Inc.	6652

3. Name of Foreign Principal

Canadian Tourism Commission (CTC)

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

Promote tourism to Canada through a public and media relations program for the US leisure market

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

Proactive and reactive media relations supporting travel to Canada
Strategic planning to provide communication support for paid campaigns
Provide communications to support activities and secure partnerships
Manage and coordinate events to promote brand and generate awareness

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
March 18, 2019	Randall Corley - Global Compliance Officer	/s/ Randall Corley eSigned

Footnote: "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.

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DESTINATION CANADA

Agreement Number: 166681

Amendment No.: 01

Effective Date: December 18, 2018

APPROVED BY LEGAL

Issuing Office: **CANADIAN TOURISM COMMISSION**
Suite 800, 1045 Howe Street,
Vancouver, British Columbia V7Z 2A9

(hereinafter the "CTC")

AND

Contractor: **ZENO GROUP, INC.**
140 Broadway, 39th Floor
New York, New York 10005
(hereinafter the "Contractor")

WHEREAS:

A. the CTC and the Contractor entered into an agreement commencing November 16, 2015 for public (the "Original Agreement"); and

B. the parties now wish to extend the Original Agreement until December 31, 2019.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the CTC and the Contractor mutually agree to the following:

1. The Contractor has been notified of CTC's intention to extend the Original Agreement;

2. The Termination Date in the Original Agreement is hereby extended to December 31, 2019;

3. The CTC affirms that no information or data regulated under the European Union General Data Protection Regulation shall be necessary for the performance of Services, nor shall the CTC transfer to Zeno or instruct Zeno to process any such information or data. In the event the CTC expands the scope of Services and/or the use of personal data (as defined by European law) is required hereunder, the CTC warrants that no such data will be transferred to the Contractor or instructed to be used by the CTC until the parties execute a mutually agreeable data protection amendment in accord with applicable laws.

Canada

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800-1045, rue Howe St.
Vancouver BC V6Z 2A9
Canada
604-638-8300

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DESTINATION CANADA

4. Except as specifically amended herein, all other terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this amending agreement as of the date first above written.

CANADIAN TOURISM COMMISSION	ZENO GROUP, INC
Signature Authorized Representative	Signature Authorized Representative
David F. Goldstein	Betty Lui
Print Authorized Representative	Print Authorized Representative
President and CEO	Finance Director
Title	Title

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800-1045, rue Howe St.
Vancouver BC V6Z 2A9
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t 604-638-8300

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AGREEMENT NO. 166681

BETWEEN

CANADIAN TOURISM COMMISSION

AND

ZENO GROUP, INC

Reference: CTC-2015-NK-07

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Schedules

Schedule "A" Statement of Work
Schedule "B" Pricing

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This Agreement is made between:

CANADIAN TOURISM COMMISSION duly established under the *Canadian Tourism Commission Act*, R.S.C. 2000, c. 28, having its head office at Suite 800, 1045 Howe St, Vancouver, British Columbia, V6Z 2A9, Canada (hereinafter referred to as "CTC"); and

Zeno Group, Inc, an entity incorporated under the laws of Delaware and having its principal place of business at 140 Broadway, 39th floor, New York, New York 10005 (hereinafter referred to as the "Contractor")

WHEREAS:

A. CTC has identified a requirement for public and media relation services in the United States (US) to support the CTC's global communications and programs team; and

B. the Contractor has attested that they are fully capable of supplying said services and are willing to be engaged by the CTC for the same;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Parties hereto agree as follows:

Article 1 Interpretation

1.1 "Confidential Information" means all information of CTC whether disclosed in written, oral or visual form that by its nature ought to be considered or is identified as confidential. Confidential Information includes, but is not limited to, information relating to CTC's research, development, business strategies, technology, pricing, finances, trade secrets, customer lists or business affairs. Confidential Information shall not include any information which forms part of the public domain.

1.2 "Intellectual Property" means any inventions, creations or works which were developed by the Contractor in the course of providing the Services or are based on or incorporate any of the Confidential Information, including without limitation: devices, techniques, designs, mock-ups, drawings, algorithms, formulas, prototypes, software (source code, object code and listings), specifications, designs, reports, customer lists, copyright, masks, mask works, models, patent, trademark, trade secrets, strategies, concepts, techniques, ideas, information, notes, writings, reports, articles, documents work-in-progress, deliverables and any other materials, however recorded.

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1.3 "Parties" means, collectively, the CTC and the Contractor.

1.4 "Person" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or CTC with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

1.5 "Services" means the entirety of the services and deliverables as described in Schedule "A".

1.6 "Term" means the term of this Agreement described in Article 3 Term and Termination.

1.7 All reference to days in this Agreement are references to calendar days unless the reference is to business days in which case business days shall be interpreted as regular business days of CTC in the Province of British Columbia, Canada.

1.8 The Schedules A and B referred to in and attached to this Agreement form part of this Agreement.

1.9 In this Agreement, where applicable, words of the feminine gender shall include the masculine, the singular shall include the plural, and vice versa, and all sentences so affected shall be construed as being grammatically correct. This Article 1.9 shall apply, but not be limited to, words that are defined in Articles 1.1 to 1.8.

Article 2 Scope of Services

2.1 The Contractor agrees to provide the Services in accordance with the timelines as described in Schedule "A".

2.2 The Contractor will at all times during the term of this Agreement, perform its obligations under this Agreement diligently. The Contractor will ensure that the workmanship is of the highest quality commensurate with the nature of the Services.

2.3 It is understood and agreed that CTC makes no representations of exclusive dealings with the Contractor and that, as such, CTC may, at its sole discretion, purchase comparable or identical Services when, where and from whomever CTC chooses.

2.4 All Services rendered shall be subject to acceptance by CTC. Services found, at any time during the Term of the Agreement, not to be in compliance with CTC requirements, as determined by CTC, shall be replaced by the Contractor at no cost to the CTC.

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Article 3 Term and Termination

3.1 The Term of this agreement shall commence on November 16, 2015 and terminate on December 31, 2018 unless terminated earlier in accordance with this Agreement. If both parties mutually agree this agreement may be renewed for five one-year renewals, if both parties mutually agree.

3.2 CTC may terminate this Agreement at any time, without cause, by giving the Contractor 30 days prior written notice of termination. Such termination shall become effective on the date set out in the notice as the effective date of termination and the liability of CTC shall be limited to the payments due to the Contractor for Services produced and in process provided however that the CTC accepts the Services pursuant to the terms of this Agreement up to the effective date of termination.

3.3 CTC may terminate this Agreement immediately upon the occurrence of any of the following events of default:

a) if the Contractor ceases or threatens to cease to carry on its business, or becomes insolvent; or
b) if the Contractor neglects or fails to perform or observe any of the terms, conditions, covenants or obligations under this Agreement; or
c) if any representation or warranty made in this Agreement by the Contractor proves to have been incorrect or misleading in any material respect.

3.4 Upon the occurrence of any of the events of default set out in Articles 3.3 b) and 3.3 c), the Contractor shall have a period of 10 days from the date of receipt by the Contractor of notice from CTC to correct the same to CTC's satisfaction. If, in the opinion of CTC acting reasonably, the event of default is not acceptable of being remedied by the Contractor within the period of 10 days, CTC may terminate this Agreement immediately.

3.5 CTC shall not be liable for any loss, costs or damage incurred by the Contractor as a result of termination of this Agreement.

Article 4 Price, Invoicing and Terms of Payment

4.1 CTC shall pay the Contractor in accordance with the schedule of prices indicated on Schedule "B".

4.2 Subject to the terms and conditions of this Contract and in consideration for the performance of the Work outlined in Schedule "B" to the satisfaction of the CTC, the CTC shall pay the Contractor in accordance with the terms of this Article

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4.3 Prices as specified in Schedule "B" are exclusive of all taxes.

4.4 Notwithstanding any other provision of this Agreement, no payment will be made by the CTC for costs incurred to remedy errors or omissions for which the Contractor is responsible or for work that is not performed to the satisfaction of the CTC.

4.5 Unless otherwise expressly stated, all amounts set out in this Agreement are stated in, and shall be paid in, Canadian dollars.

4.6 The CTC will pay amounts owing to the Contractor under this Agreement by electronic transfer to the banking information designated by the Contractor.

4.7 The Contractor shall submit an invoice for any payment, which shall be subject to the approval of the Project Authority, and is payable 'net 30' days from CTC's receipt.

4.8 CTC shall not be liable for taxes based on the net income of the Contractor.

4.9 Prices provided on Schedule "B" are subject to Canadian Federal Goods and Services Tax (the "G.S.T.") and Harmonized Sales Tax (the "H.S.T."). CTC is liable for the G.S.T. and H.S.T.

4.10 The Contractor will email a detailed invoice to the CTC, which shall contain the following information:

i. Agreement No. as indicated on the cover page of this Agreement;
ii. the description and quantity of Services provided;
iii. dates (invoice date and when the work was performed);
iv. an invoice number;
v. applicable taxes as a separate line item;
vi. name and address of the Project Authority;
vii. a contact name and phone number;
viii. Contractor's GST/HST/Vat registration number, if applicable;
ix. an itemized list of charges; and
x. the total amount to be paid by the CTC.

4.11 In addition to the information required under Article 4.10, the Contractor shall submit to CTC all supporting information and documentation reasonably requested by CTC to facilitate its verification of the invoice submitted.

4.12 Notwithstanding any other provision of this Agreement, CTC may, upon notice to the Contractor, suspend any payments to the Contractor whenever, in the opinion of CTC:

a) the Contractor fails to comply with any of its material obligations pursuant to this Agreement; or

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b) the timely provision of the Services is jeopardized for any reason, including without limitation the unsatisfactory financial condition of the Contractor.

Such suspension of payments may continue until such time as CTC is satisfied that none of the above-noted conditions exist. Any exercise by CTC of its right to suspend payment under this Article shall not prejudice the ability of CTC to terminate this Agreement pursuant to the provisions hereof, if the event which gave rise to the exercise of the right of suspension is also an event which permits CTC to terminate this Agreement.

4.13 In the event the Contractor is indebted to CTC, either under the terms of this Agreement or for any other reason, CTC shall have the right at any time and from time to time, without notice to the Contractor, to set-off to the extent of such debt. The set-off shall be applied against payments due from CTC to the Contractor pursuant to this Agreement in such order and at such time as CTC may determine. If the Contractor's indebtedness to CTC exceeds the amount owing to CTC, CTC's right of set-off shall in no way prejudice CTC's right to recover the balance of the indebtedness owed by the Contractor.

4.14 Payment for any Services shall not affect CTC's right to reject such Services.

4.15 Pursuant to paragraph 221(1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To enable departments and agencies to comply with this requirement, the Contractor is required to provide the following information on each invoice:

a) the legal name of the entity or individual, as applicable, i.e., the name associated with the Social Insurance Number ("SIN") or Business Number ("BN"), as well as the address and the postal code;
b) the status of the supplier, i.e., individual, unincorporated business, corporation or partnership;
c) for individuals and unincorporated businesses, the supplier's SIN and full legal name and, if applicable, the BN, or if applicable, the GST/HST number;
d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax Number must be shown; and
e) for partnerships, the partnership's filer identification number.

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Article 5 Security Requirements

5.1 The Contractor shall provide security measures to guard against potential security threats (which includes: theft; misuse; loss; disclosure of Confidential Information) to:

a) any material provided to the Contractor by the CTC;
b) the work to be carried out by the Contractor or its authorized subcontractors under the Agreement; and
c) any other property belonging to the CTC which is from time to time in the Contractor's possession, custody or control.

Article 6 Acceptance

6.1 All Services processed on behalf of CTC by the Contractor shall be subject to acceptance by CTC. Services found, at any time during the Term of the Agreement, not to be in compliance with CTC requirements, as determined by CTC, shall be replaced by the Contractor at the Contractor's expense.

Article 7 Representations, Warranties and Covenants

7.1 The Contractor represents and warrants that it has the capacity, power and lawful authority to enter into this Agreement and to fulfill any and all covenants set forth in this Agreement and that the terms of this Agreement are not in breach of any law, regulation, by-law, agreement, charter document or covenant by which the Contractor is bound.

7.2 The Contractor warrants:

7.2.1 that it is free of any contractual or statutory rights or obligations in favour of any third party that would prevent or impair it from entering into or fulfilling its obligations under this Agreement;
7.2.2 that by entering into this Agreement and fulfilling its obligations under this Agreement it will not knowingly be in breach of any existing contract or any statute, law, rule or regulation of any federal, provincial or local government or administrative agency;
7.2.3 that it has the experience, expertise and resources necessary in order to fulfill its obligations under this Agreement;
7.2.4 that all work to be carried out by the Contractor under this Agreement shall be carried out in a competent manner and meet or exceed the standards for such work as are generally acceptable in the industry; and
7.2.5 that all items delivered by the Contractor under this Agreement will be of merchantable quality and fit for their intended purpose.

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7.3 The Contractor warrants that it has the experience, expertise, qualifications, personnel, equipment, facilities and other resources necessary to perform its obligations pursuant to this Agreement.

7.4 Neither the performance by the Contractor of its obligations nor the exercise by CTC of its rights pursuant to this Agreement will result in the breach of any Intellectual Property right of any Party.

7.5 Contractor has or will secure all permits, licenses, approvals and clearances necessary to carry on its business and provide the Services.

7.6 Contractor shall conduct its business in compliance with all applicable laws, regulations, by-laws, ordinances and codes and that the Contractor shall supply to CTC, at CTC's request, from time to time, written evidence of compliance with applicable laws, regulations, by-laws, orders and codes, including without limitation, certified copies of any such permits, licenses, approvals and clearances.

7.7 CTC represents and warrants to the Contractor that CTC has the corporate power, capacity and authority to enter into and to perform its obligations under this Agreement and that neither the entering into of this Agreement nor the performance by CTC of its obligations hereunder will contravene or breach any law, document or agreement by which CTC is bound.

7.8 CTC represents and warrants the accuracy, completeness of information concerning its organization and products provided to Contractor in order for Contractor to provide Services. CTC shall review all materials prepared by Contractor under this Agreement to confirm that descriptions and representations with respect to CTC's organization and products are accurate and supportable.

Article 8 Indemnification

8.1 The Contractor shall at all times indemnify and render harmless CTC, its directors, officers, employees and any others for whom the CTC may be responsible in law, from and against all claims, demands, awards, judgments, actions, proceedings, losses or damages arising out of the Contractor's provision of Services under this Agreement and whether or not caused by the Contractor's negligence.

8.2 The Indemnity shall apply but not be limited to:

8.2.1 all liability to any Person or loss of or damage to property of any Person which may be caused by or suffered as a result of the Contractor, its directors, officers, employees, agents or sub-contractors, carrying out or being in breach of any of its obligations under this Agreement;

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8.2.2 any liens, attachments, charges or other encumbrances or claims upon or in respect of any components of the Services, work-in-progress relating to the Services, which are not due to any act or omission of CTC; and

8.2.3 any alleged infringement of any Person's Intellectual Property, provided that such infringement has not resulted from a modification which has been effected by or for CTC other than by or on behalf of the Contractor, or from CTC's use of the Services with services other than those which are provided for in the Specifications.

8.2.4 The liability of the Contractor to indemnify or reimburse the CTC pursuant to this Article shall not affect, prejudice or waive any other rights the CTC may have at law or in equity.

8.2.5 The Contractor shall have the right to control the defense of any claims, suits or proceedings against CTC which may give rise to indemnification hereunder and CTC shall not settle any such suits, claims or proceedings without the consent of the Contractor, which consent shall not be unreasonably withheld; provided that CTC may, at the expense of the Contractor, participate in the defense of any claim, suit or proceeding (including without limitation, the appointment of counsel), and provided further that the Contractor's right to control the defense of an action shall be subject to the discretion of CTC in respect of the use of any defense available under the Canadian Tourism Commission Act (2000) c. 28, as amended, or which would not otherwise be available to the Contractor as a result of the CTC being an agent of Her Majesty the Queen in Right of Canada.

8.3 At the Contractor's request and expense, CTC shall disclose to the Contractor information in its possession and relevant to the defense of any proceeding defended by the Contractor hereunder and provide other assistance in connection with such defense, provided that such disclosure or assistance would not constitute the breach of any law, statute, rule, regulation, court order, contract or other instrument of which CTC is a party or by which it may be bound including solicitor client privilege.

8.4 CTC shall hold the rights hereunder of each indemnified party, other than CTC, in trust for such Indemnified Party. This Article shall survive the termination of this Agreement.

Article 9 Insurance

9.1 The Contractor shall, at its own expense, procure and maintain in force for the duration of this Agreement sufficient insurance to meet its obligations under this Agreement.

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Article 10 Confidentiality

10.1 The Contractor acknowledges that this Agreement contains information which is commercially sensitive and agrees to keep the contents of this Agreement and any Confidential Information strictly confidential. Contractor will take all steps that it takes to protect its own confidential information and in any event, not less than reasonable steps, to protect the Confidential Information.

10.2 Contractor will not disclose the Confidential Information to any third parties unless:

a) prior written consent to the disclosure is obtained from the CTC; or
b) Contractor is required by court order to disclose, in which event, Contractor shall immediately notify the CTC of same and shall disclose only that Confidential Information which is strictly required.

10.3 Contractor will not disclose the Confidential Information. The Contractor will disclose the Confidential Information only to the Contractor's employees who need to know it. The Contractor shall ensure that each of its employees and sub-contractors providing Services under this Agreement are aware of the confidentiality obligations contained herein and have signed a confidentiality agreement in similar substance to this Article 8 with the Contractor. Notwithstanding the foregoing, Contractor remains vicariously liable for any act or omission on the part of its employees or sub-contractors.

10.4 The Contractor shall not use, during or after the term of this Agreement, for any purpose, including without limitation advertising or promotional purposes, the name of CTC or the fact that the Contractor has entered into this Agreement without the prior written consent of CTC, which consent may be arbitrarily withheld. The Contractor shall enter into a written agreement with its employees and agents or take such other steps as are consented to in writing by CTC to ensure that the Contractor's employees and agents comply with the obligations imposed under this Article.

Article 11 Limitations of Liability

11.1 Except for each Party's Confidentiality obligations under Article 10, or their respective Indemnification obligations under Article 8, each Party's maximum total liability to the other Party for any claims relating to this Agreement is limited to the aggregate fees for the Services performed and payable by the CTC to the Contractor under the Agreement.

11.2 Subject to Section 11.1, neither Party will be liable to any Party for any indirect, special, exemplary, consequential, punitive or incidental damages of any type, including lost profits or business interruption, relating to this Agreement.

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Article 12 Time

12.1 Time shall be of the essence in each and every of the terms, conditions, obligations, and covenants of this Agreement.

Article 13 Assignment

13.1 CTC may assign its rights and obligations under this Agreement to any Person, without the Contractor's consent, on written notice to the Contractor.

13.2 The Contractor may not (i) assign, either absolutely or by way of security, the benefits of this Agreement; or (ii) make any arrangements which would result in the performance, in whole or in part, of the obligations of the Contractor under this Agreement by a Person other than the Contractor, in each case without the prior written consent of CTC, which consent may be arbitrarily withheld.

13.3 This Agreement shall enure to the benefit of, and be binding upon, the permitted successors and assigns of the parties.

Article 14 Governing Law and Jurisdiction

14.1 This Agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia, Canada. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement nor to any dispute or transaction arising out of this Agreement.

Article 15 Enurement

15.1 This Agreement shall enure to the benefit of, and be binding upon, the permitted successors and assigns of the parties.

Article 16 Surviving Provisions

16.1 The following articles shall survive termination or expiry of this Agreement:

Article 7 Representations, Warranties and Covenants;
Article 8 Indemnification;
Article 10 Confidentiality;
Article 11 Limitations of Liability;
Article 14 Governing Law and Jurisdiction;
Article 19 Intellectual Property;
Article 20 Ownership of Work Product; and
Article 25 Trade-marks and Logos;

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16.2 If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction that term shall be deemed severed from this Agreement.

Article 17 Notice

17.1 For the purpose of this Agreement, any notices required to be given to the CTC may be sent by email to the Procurement and Legal Department at procurement@destinationcanada.com along with a copy to Project Authority who for this Agreement is the Marketing Program Strategist, US Leisure Market or sent by prepaid registered post addressed to the CTC as follows:

Att.: Procurement and Legal Department
CANADIAN TOURISM COMMISSION
Suite 800, 1045 Howe Street,
Vancouver, British Columbia V6Z 2A9

Any notices required to be given to Contractor may be sent by mail to the address set out on page 3 of this Agreement.

17.2 Any notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the second mail delivery day following the day on which it was posted. Any notice sent by email shall be deemed to have been received by the party to whom it was addressed on the day following the day on which it was sent except Saturdays, Sundays, or statutory holidays shall be excluded as they are no considered a business day.

17.3 Either party may change its notice for addresses upon providing the other party of notice of such change.

Article 18 Force Majeure

18.1 Neither Party shall be liable for the late performance under this Agreement due to matters beyond that Party's control preventing timely performance including, but not limited to, such matters as acts of God, strikes, riots, acts of terrorism, civil insurrection, or war. The Party prevented from performing under this Agreement shall immediately notify the other Party of the matter preventing its performance and the probable length of the delay. The time for the postponing Party's performance under this Agreement shall be suspended for the duration of the matter. The postponing Party agrees in such circumstances to use its best efforts to recover the time lost utilizing all resources reasonably required in the circumstances, including services from other sources.

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Article 19 Intellectual Property Rights

19.1 The CTC shall be the sole owner and have the sole rights to all Intellectual Property created by the Contractor for or in which the Contractor assisted in the creation during the course of providing the Services. In the event that the Contractor acquired any moral rights in any CTC Intellectual Property, the Contractor agrees to assign and by executing this Agreement does assign all such rights and interests to the CTC. The CTC shall have the exclusive right to obtain copyright registrations, letter patent, industrial designs, trademark registrations or any other protection in respect of the Intellectual Property within any jurisdiction in the world. At the expense and request of the CTC, the Contractor shall both during the term of this Agreement and after its expiration, execute all documents and do all other acts necessary in order to enable the CTC to protect its rights in the Intellectual Property.

19.2 As used in this section "products" resulting from the Services of the Contractor, includes without limitation, products, all techniques, drawings, algorithms, formulas, prototypes, software, specifications, designs, documentation, reports, customer lists and any other material that is relevant to the particular facts.

19.3 The Contractor shall expressly waive any claim to moral rights over any Intellectual Property created by the Contractor under this Agreement, and shall ensure that any agent or employee of the Contractor shall have waived all moral rights over any Intellectual Property created under this Agreement.

Article 20 Ownership of Work Product

20.1 Work product created by the Contractor, means everything that is produced by the Contractor in the performance of the Services pursuant to this Agreement, including without limitation, notes, reports, articles, documentation, drawings, computer programs (source code, object code and listings), customer lists, inventions, creations, works, devices, masks, mask works, models, work-in-progress and deliverables (the "Work Product").

20.2 Unless otherwise agreed to by the CTC, All Work Product resulting from the Services provided and created by the Contractor under this Agreement will be considered "work for hire" and will be the property of CTC. CTC shall retain all rights, title and interest in and to the Work Product produced. For greater certainty in the event that the Contractor hires media partners, or applicable third party suppliers for a specific project or campaign which is approved by the CTC in advance, the CTC shall be granted at minimum a royalty free license for the duration of the project or campaign.

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Article 21 Amendments

21.1 CTC reserves the right to revise the specifications of the Services. The Contractor shall review the changes and propose a schedule of prices to apply to the revised specifications. CTC reserves the right to accept or reject any proposed changes in the prices.

21.2 In the event that CTC rejects the prices revised due to a change in Service costs or due to a change in specifications, the Services so affected shall be excluded from consideration under this Agreement.

21.3 This Agreement may only be amended by an agreement in writing executed by an authorized contracting agent of each Party.

Article 22 Waiver

22.1 No delay or omission by either party to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms of this Agreement shall be construed as a waiver of such non-compliance or default.

22.2 A waiver by the CTC of any breach of the terms and conditions of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

22.3 The CTC shall not be deemed to have waived any matter under this Agreement unless the CTC has given the Contractor a written notice that the CTC has waived the matter in question.

Article 23 Independent Status of Contractor

23.1 The Contractor shall provide the Services as an independent contractor. There is no relationship of joint venture, partnership or agency between the Parties. The CTC shall not be responsible for personnel in the Contractor's employ and shall remain employees of the Contractor who shall be responsible for the arrangement of substitutions, pay, supervision, discipline, unemployment insurance, workers' compensation, leave, income tax, Canada or Quebec Pension Plan contributions and all other matters arising out of an employer and employee relationship.

23.2 The Contractor shall indemnify CTC and hold CTC harmless with respect to all claims, brought by any Person, that are based on an employer-employee relationship arising out of the Services.

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Article 24 Language

24.1 The Contractor and the CTC acknowledge that this Agreement be written in English. Les parties aux présentes reconnaissent qu'elles ont exigé que la présente entente soit rédigée en anglais.

Article 25 Trade-marks and Logos

25.1 Subject to Article 25.1, the Contractor acknowledges that nothing in this Agreement shall all be interpreted as granting any license to the Contractor to use any of the CTC's trade-marks or logos and any such use by the Contractor is expressly prohibited.

25.2 If the CTC gives the Contractor written instructions under this agreement requiring the Contractor to incorporate any of the CTC's logos or trade-marks into a deliverable being produced by the Contractor, the Contractor shall use the CTC's logos or trade-marks for that limited purpose only.

25.3 The Contractor shall not, in any promotional material, or other items used in the CTC's operations and that are primarily associated with the CTC and shall not adopt or use any mark, as a trade-mark or trade name, or any mark that consists of, includes, is confusing with, or likely to be mistaken for, any of the CTC's trade-marks.

Article 26 Obligation to return the CTC's Property

26.1 The Contractor agrees to return to the CTC, forthwith following a request from the CTC, all property of the CTC, including without limitation, all documents, writings, illustrations, models, devices, records and drawings that was provided to the Contractor by the CTC for use by the Contractor in carrying out its obligations under this Agreement.

Article 27 No Publicity

27.1 The Contractor shall not refer, expressly or by implication, to the CTC or to this Agreement in any advertising or other publicity release.

Article 28 Compliance with Federal Laws

28.1 The CTC is subject to the *Access to Information Act* and the *Privacy Act* and as such all information submitted pursuant to the Services will become the property of the CTC and subject to the disclosure provisions of the Access to Information and Privacy legislation.

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28.2 The CTC is subject to the *Official Languages Act*. Contractor agrees that to the extent that it has been contracted to provide a service to the Canadian public on behalf of the CTC, that it will do so in both official languages and will comply with the requirements of the Official Languages Act.

Article 29 Entire Agreement

29.1 This Agreement constitutes the entire Agreement between CTC and the Contractor, and shall supersede all prior promises and representations. Unless otherwise agreed to in writing, the terms and conditions contained in this Agreement shall replace all standard terms and conditions appearing on the Contractor's confirmation and invoices.

IN WITNESS WHEREOF, CTC and the Contractor have signed this Agreement by their duly authorized representatives.

ZENO GROUP, INC.	**CANADIAN TOURISM COMMISSION**
SIGNATURE	SIGNATURE
THOMAS BURN	David F. Goldstein
(Please print name)	
Managing Director, NY	**CEO and President**
TITLE	TITLE
5/15/16	May 13/16
DATE	DATE

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SCHEDULE "A"

STATEMENT OF WORK

A.1. Overview

The CTC's global communications and programs team overseas media shows, leads on special initiatives that support our corporate strategy, and oversee our public and media relations activities in our 11 international markets. As the CTC re-enters the United States (US) the global communications and programs team requires public and media relations support on initiatives that help market Canada as a premier four-season destination in the US. The CTC requires a Contractor to provide public and media relations support for the US leisure program including but not limited to strategic planning, business development and partnership opportunities, media relations and activating media events and programs, content creation and distribution, and to assist other functions of the CTC as needed on US-related initiatives. From time to time support may be required for travel trade media and business/technology media, as well as support for domestic media projects and events within Canada.

A.2. Core Services

At a minimum, the Contractor(s) will provide the following services under the strategic direction of the CTC. The Contractor will work with the CTC to develop the specific deliverables on an on-going basis, under the strategic direction of the CTC and the Project Authority based on the following core services:

A.2.1 Strategic Planning

- Support the development and writing of the communications plan;
- Conduct research for, and provide input to, a multi-year US public and media relations plan;
- Establish program KPIs and measures to deliver against;
- Execute required items from the plan as requested; and
- Provide required reporting to the CTC on performance of the multi-year plan.

A.2.2 Business Development

- Leverage existing media relationships and brand partnerships to introduce opportunities to the CTC that are aligned with the US media and communications plan;
- Seek out new media relationships and brand partnerships to support the CTC strategy in the US;
- Support the planning and execution of specific projects and initiatives involving US media relationships and brand partnerships;
- Identify potential projects where the CTC would be able to work with appropriate media and brands;
- Identify trade shows and events worthy of consideration for the CTC; and

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- Promote the Destination Canada brand at relevant events.

A.2.3 Media Relations

- Provide ongoing media relations support representing Canada's national story and targeted media opportunities;
- Align partner priorities to provide direct referrals to smaller provincial marketing organizations (PMO), destination marketing organizations (DMO) and small and medium-sized enterprises (SME) that may not currently have ability to engage or leverage opportunities on their own;
- Maintain strong relationships with a diversity of US media across multiple channels in the tourism, lifestyle and other relevant sectors;
- Review and analyze incoming US media queries for information;
- Pro-active pitching based on strategic plan;
- Provide recommendations to the CTC and follow up with journalists as required; and
- Organize and execute media events.

A.2.4. Content Creation and Distribution

- *Create and share relevant media materials and messaging;*
- Monitor the US content being created as a result of CTC efforts;
- Develop content as needed for CTC events/projects and campaigns. This includes, but is not limited to: press releases, backgrounders, story idea pitches and other press materials, key messages, and speeches;
- Identify appropriate distribution channels for CTC's work (e.g. newswire agencies, trade shows, and media distribution lists and networks); and
- Manage the distribution of content across these channels.

A.3 Optional Services:

In addition to the core services described above, the Contractor may be asked to provide the following services:

A.3.1 Travel Trade and Business Events Support

- Establish relationships and be knowledgeable about US travel trade media and business/technology media;
- Pitch appropriate US travel trade media, and business/technology media stories to advance Canada's profile as a leader in specific sectors as identified by the CTC's Business Events Canada team (e.g. pitching Wired Magazine about Canada's role in an area of innovation); Organize and execute events; and
- Maintain strong relationships with a diversity of US travel trade, business events and niche media across multiple channels.

A.3.2 Domestic Support

- Provide all the services described in the core and optional services for domestic media projects and/or events within Canada.

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A.4 CTC Responsibilities

CTC will be responsible for providing the following to the Contractor:

- training on CTC Brand Guidelines;
- providing overall direction, guidance and supervision to the contractor in accomplishment of project activities;
- ensuring the Contractor(s) have access to relevant information and resource materials when possible;
- providing final approval on all communications;
- completing any translation as required; and
- arranging the payment of contractor following delivery of agreed deliverables.

A.5. Account Management

The CTC requires the Contractor to provide a key contact ("Account Manager") capable of working with the CTC's global communications and programs team, and be responsible to co-ordinate all activities described in this Statement of Work.

The Account Manager and any other representatives may also have to work or collaborate with multiple third parties (i.e. CTC contracted suppliers, industry tourism partners, etc.). In such cases, the proponents contact will be with CTC's global communications and programs team, who in turn will make the initial contact with partners.

The Account manager will provide all final deliverables in English.

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SCHEDULE "B"
PRICING

B.1 Retainer Fee

For the execution of the services described in Schedule "A" the Contractor shall be paid a retainer fee on a monthly basis (the "Monthly Retainer Fee"). The Monthly Retainer fee will be invoiced on the last day of the month the services were provided.

The CTC and Contractor agree that the number of hours will vary based on the requirements of the work on a monthly basis. On a monthly basis, the Contractor will provide a report that provides the number of hours worked by their employees on the specific projects. The Contractor will provide a summary at the end of the calendar year to demonstrate that the hours provided are equal to the minimum hours they must work in exchange for their Monthly Retainer Fee. The CTC may request additional information to verify this information or request the summary of hours worked at any time throughout the course of this Agreement.

For each of the periods shown below, the Contractor will submit a specific statement of work including clearly defined deliverables and expected outcomes for the CTC to approve. The CTC will review and approve these statements of work before the period begins.

a) Onboarding Period

For the period of November 16, 2015 – December 31, 2015 (the "Onboarding Period"), the Contractor will be paid $37,450 CAD as their Monthly Retainer Fee. During this period, the minimum number of hours worked will by the Contractor will be:

Name	Title	Hours
Kelsey Curtis	Account Executive	30
Kim Klein	Senior Account Executive	60
Laura Zenzal	Vice President	30
Sabrina Lynch	Vice President	90
Thomas Bunn	Managing Director	60
Kristen Commander	Senior Account Director	90

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b) Execution Period - Phase 1:

Phase 1 of the Execution Period is defined as January 1st, 2016 – March 31st, 2016 (the "Phase 1").

For the period of January 1, 2016 – March 31st, 2016, the Contractor will be paid will be paid $37,100 CAD as their Monthly Retainer Fee. During this period, the minimum number of hours worked will by the Contractor will be:

Name	Title	Hours
Kelsey Curtis	Account Executive	50
Kim Klein	Senior Account Executive	50
Kristen Commander	Senior Account Director	50
Laura Ford	Vice President	50
Sabrina Lynch	Vice President	50
Thomas Bunn	Managing Director	8

c) Execution Period - Phase 2:

Phase 1 of the Execution Period is defined as January 1st, 2016 – March 31st, 2016 (the "Phase 1").

For the period of April 1st 2016 – June 30th, 2016, the Contractor will be paid will be paid $37,100 CAD as their Monthly Retainer Fee. During this period, the minimum number of hours worked will by the Contractor will be:

Name	Title	Hours
Kelsey Curtis	Account Executive	60
Kim Klein	Senior Account Executive	60
Kristen Commander	Senior Account Director	60
Laura Ford	Vice President	60
Sabrina Lynch	Vice President	60
Thomas Bunn	Managing Director	8

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d) Execution Period - Phase 3:

This section will be amended and added to the Agreement upon an agreed upon SOW for the period of July 1st, 2016 to December 31st, 2018 and including any renewal periods beyond the end of the term of this Agreement.

Name	Title	Hours
Kelsey Curtis	Account Executive	TBD
Kim Klein	Senior Account Executive	TBD
Kristen Commander	Senior Account Director	TBD
Laura Ford	Vice President	TBD
Sabrina Lynch	Vice President	TBD
Thomas Bunn	Managing Director	TBD

B.3 Project Fees

All project costs will be pre-approved by the CTC and the Contractor. On a monthly basis, the Contractor will submit one invoice to the CTC for the actual project expenses with no mark-up incurred throughout the month. As back up to the monthly invoice the Contractor will provide all necessary documentation to support the expenses incurred. The Contractor will ensure to keep all required documentation to support the expenses as additional information may be requested by the CTC.

Contractor will provide a summary of all the costs incurred that month with the appropriate back up documentation.

The Contractor will ensure that travel and project expenses are kept to a reasonable cost.

B.4 Partnerships

As required by the project the Contractor will negotiate, enter into and manage media partnerships. The Contractor will provide a detailed proposal, including the total estimated and proposed media plan. The CTC and Contractor will agree to the payment terms for this partnership and the CTC will provide approval by email.

The parties acknowledge and agree to the following:

a) for media partnerships between $125,000USD and $1,500,000 USD the CTC will pre-pay the Contractor. The CTC will pay the Contract net 15 business days from receipt of the invoice. If CTC does not pay the Contractor within 15 business days from receipt of the invoice from the Contractor, the Contractor will charge the CTC

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a penalty fee of 3.65% on the total cost of that media partnership. The CTC will only incur these penalty fees if the payment is late and the payment of the media partnership has resulted in charges to the Contractor.

b) for all production, graphic design, printing, photography and spokesperson fees with be paid upon completion of such services. For the Services outlined in this Section B.4(c), The Contractor must get confirmation from the CTC of the payment terms before contracting the services otherwise CTC's normal payment terms will apply.

c) for any of the Services described in this Section B.4 where the total spend is less than $125,000 USD, the CTC's normal payment terms will be applied.

At the end of each media partnership the Contractor will provide all supporting documentation to show the total costs of the media partnership.

B.5 Hourly Rates

The Contractor agrees to provide the services described in Schedule "A" at the following rates:

Zeno Team Member	CTC Rates CAD $/hr
Managing Director	$320
Senior Vice President	$260
Vice President	$200
Senior Account Director	$180
Account Director	$160
Account Manager	$125
Account Executive	$90
Strategy	$200
Creative Services	$100

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