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

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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. One Prudential Plaza - 130 E. Randolph Street Chicago, IL 60601	6652

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Aruba Tourism Authority (ATA)	Aruba Tourism Authority LG. Smith Blvd 8 - P.O. Box 1019 Oranjestad, Aruba

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)* Destination Marketing Managing Organization
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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.

Destination Marketing Managing Organization

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.)*

The Aruba Tourism Authority is funded by the Government of Aruba from monthly receipts of a 9.5% tax levy on accommodations collected monthly by the hotel sector.

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.

The ATA is a semi-independent entity as of January 1, 2011. By virtue of the statutes and funding by the Aruban Government, ATA financial records and marketing and budgeting plans need to be approved by the Government. An annual audit of the financial affairs is required and reported to ATA's supervisory Board of Directors and the Government of Aruba as well as the Annual Corporate Plan and Budgets. The Minister of Tourism, following approval of the Board of Directors, is required to provide final approval of all expenditures in excess of $5500 through a regulated Purchase Order request procedure.

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
April 17, 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

Aruba Tourism Authority
Ronella Tjin Asjoe, CEO

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.

Zeno Group, Inc. will support the client to promote Aruban tourism
-Weekly team meetings
- Fiscal/overall budget management
- Integration with agencies
- Quarterly leadership meetings
- Earmed media data and measurement infrastructure and ongoing reporting (monthly, quarterly, annually) + monitoring and merchandising of clips

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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.

Annual strategic communication plan development
Ongoing integrated planning and coordination
Daily management of all workstreams, internal meetings, time lines and project budgets
Manage press and influencer visits to the Island
Materials development for communications program
Reputation management support

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
April 17, 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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ZENO

For Zeno Use Only
Client No.:
Contract No.:

Aruba Tourism Authority and Zeno Group, Inc.
STATEMENT OF WORK
PROJECT NAME: ATA x ZENO RETAINER
January 1, 2018 – December 31, 2019

Pursuant to the Agreement by and between the Aruba Tourism Authority ("Client") and Zeno Group, Inc. ("Zeno") dated January 1, 2019, this Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

This Scope of Work is made a part of the Client Services Agreement dated January 1, 2019 (the Agreement"), by and between Zeno Group, Inc. ("Agency") and the Aruba Tourism Authority ("Client"). Any capitalized terms used herein shall have the meaning set forth in the Agreement. To the extent that the provisions of this Scope of Work conflict with those of the Agreement, the provisions of the Scope of Work shall control.

- Services shall be provided by Key Personnel as follows:
  - Tracey Thiele – Overall account strategic lead
  - Julie Georgas – Creative lead and Canada Counsel
  - Dominique Dorais – Day to Day Lead and Earned Media Strategist
  - Chelsea Hassler – Editorial Director and Content Strategist
  - Mary Insinga – Integrated strategist
  - Leslie Knobloch – Media relations lead and project manager
  - Daniella Sirochinsky – Media relations and project coordination
  - Jesse Tovar – Content production and influencer management

Deliverables/Milestones & Timeline

Program Element	Activities	Start & End Dates
Account Management - 15%	-Weekly team meetings -Fiscal / overall budget management -Integration with agencies -Quarterly leadership meetings	Jan 1, 2019 – Dec. 31, 2019
2019 Planning & Ongoing – 20%	-2019 strategic plan, including insights, big ideas, data-driven storytelling, co-branding ideas -Ongoing integrated planning and coordination -Competitive insights analysis	Jan 1, 2019 – Dec. 31, 2019
Day to Day Project Management – 30%	-Daily management of all workstreams, internal meetings, timelines and project budgets -Press trip ideation and management including 4 niche groups plus 5-10 individuals per year + staffing as appropriate -Earned media data and measurement infrastructure and ongoing reporting (monthly, quarterly, annually) + monitoring and merchandising of clips -Overall campaign material development (messaging, Q&A, briefing documents, content creation guidelines, etc) -Industry analyst relations -Limited crisis and reputation management support, including topline counsel and statement drafting	Jan 1, 2019 – Dec. 31, 2019

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Media Relations – 20%	-Media relations outreach and media materials development (e.g., press release, media lists, fact sheets, etc) for 6-8 news agenda activities -Media and message training for executives and spokespeople -Media kit and ongoing updates -Newsbureau and ongoing media relations -Editorial calendar management -Media relations support for in-market events, but may not include broader executional support depending on scope of events (may come out of executional budget)	Jan 1, 2019 – Dec. 31, 2019
Digital & Influencer Strategy – 15%	-Topline content strategy -2019 Influencer strategy -Influenced media approach	Jan 1, 2019 – Dec. 31, 2019

Investment

- Data deep dive – a one day working session with our data and analytics experts. ATA to determine how to best utilize. Any projects that come out of the working session would be incremental and agreed upon by both parties.
- Two half-day working sessions with other agency partners tapping into additional Zeno SMEs depending on the meeting topic.
- Up to 10 hours of crisis support from subject matter experts (SME) not core to the team to be utilized as counsel for one-off issues/statements that require additional expertise.
- Annual "Green Sky" planning session with leadership SME outside of the core day to day team equal to a one-day working session. ATA to determine how best they would like to utilize.
- 2020 planning – As we understand scope for 2020 planning, Agency will outline a budget and we will absorb half of the cost in year one.

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services or increases the time retained, the amount of additional time will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET

Professional Fees - Retainer:	**$38,184 monthly**
Total:	**$458,208 annually**

Zeno shall only request approval from Client per initiative or individual out-of-pocket expenses exceeding $1,000. Client authorizes Zeno to bill up to ten percent (10%) over the estimated expense amounts over $1,000 without seeking further approval.

TERMS

Fee Billing. Zeno shall invoice Client an amount of $38,184 ("Monthly Retainer") in accordance with the billing schedule set forth below. The Monthly Retainer is based on the Scope of Services or minimum retained hours above. Zeno shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Zeno shall invoice Client the actual out-of-pocket expense amount(s) on an incurred basis, with the exception of expenses exceeding $5,000 where Zeno shall pre-bill Client prior to incurring the expense. Prebilled expenses may vary from any estimated amounts approved by the client.

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Invoices. Zeno will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be provided with the invoices. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name: Company Name: Address:	Sjeidy Feliciano Aruba Tourism Authority L.G. Smith Blvd 8, Oranjestad, Aruba

Purchase Order. The client Purchase Order number is not required.

RETAINER BILLING SCHEDULE

ESTIMATED INVOICE DATE (mm/dd/yyyy)	AMOUNT $ (FEES ONLY) – EXPENSES TBD
01/2/2019	$38,184
02/1/2019	$38,184
03/1/2019	$38,184
04/1/2019	$38,184
05/1/2019	$38,184
06/1/2019	$38,184
07/1/2019	$38,184
08/1/2019	$38,184
09/1/2019	$38,184
10/1/2019	$38,184
11/12019	$38,184
12/1/2019	$38,184

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ACCEPTED AND AGREED TO ON THIS 1 DAY OF JANUARY 2019.

ARUBA TOURISM AUTHORITY

By: _____

Printed Name: _____

Title: CEO

ZENO GROUP, INC.

By: _____

Printed Name: Tracey Thiele

Title: EVP, Zeno Group

Aruba Tourism Authority

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LETTER OF AGREEMENT

November 29, 2018

Sjeidy Dijkhoff-Feliciano
Aruba Tourism Authority
L.G. Smith Blvd 8
P.O. Box 1019
Oranjestad, Aruba

Dear Ms. Dijkhoff-Feliciano:

This constitutes the master services agreement ("Agreement") between Aruba Tourism Authority ("Client") and Zeno Group, Inc., ("Zeno") for the provision of services as set forth herein. The parties agree as follows:

1. **Services.** Zeno shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, which is attached hereto as an Exhibit. If Client wants to expand the scope of the Services or wants additional services, Client and Zeno shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Zeno shall bill Client and Client shall pay Zeno for such additional services in accordance with the terms of this Agreement and SOWs.

2. **Compensation.**

2.1. **Budget.** The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in each SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Zeno's US offices, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. If any activities entail services of other Zeno offices, divisions or affiliates, Client will pay for such services at Zeno's then- current time and material rates customary for such office location, practice and title. Zeno, with prior notice to Client, may in its sole discretion amend its then-current billing rates.

2.2. **Expenses.**

(a) Third-Party Expenses. Client shall reimburse Zeno for all out-of-pocket, third-party vendor expenses incurred by Zeno in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges. Client shall pay a ten percent (10%) service charge on all such expenses incurred and paid by Zeno. Client may avoid the service charge by paying vendors directly. For any individual expense equal to or greater than US$5,000, Client shall be required to prepay Zeno or directly pay vendors.

(b) Travel and Additional Expenses. Client shall reimburse Zeno monthly for all travel and/or entertainment related expenses incurred by Zeno or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless Internet and long distance telephone calls, cellular phones, messengers, and overnight delivery. Such expenses are not subject to the 10% service charge. Zeno shall endeavor to obtain written Client approval prior to incurring such expenses.

(c) Taxes. Client shall reimburse Zeno for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Zeno's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Zeno's income.

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(d) Technology and Administrative Expenses. Client shall pay Zeno a monthly charge equal to six percent (6%) of Zeno's monthly fees as reimbursement for certain technology and administrative expenses incurred by Zeno that are not purchased and tracked on an individual SOW basis. Technology expenses include subscriptions to a portfolio of social media and digital media services and research databases used in executing services on behalf of Zeno's clients. Administrative expenses include in-house photocopying, telephone (excluding conference calls), and U.S. postage (other than mass mailings) that Zeno incurs on Client's behalf. Notwithstanding any provision to the contrary contained herein, Zeno shall not provide Client with an accounting or detail for such charges.

(e) Legal Services: The costs of Zeno's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Zeno shall provide for Client's prior approval, an estimate of legal expenses to be incurred.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Zeno on the invoice dates; provided, however, that such payments shall not be deemed late if received by Zeno within thirty (30) days of such invoice dates. If payment is not received by Zeno within such period, Zeno may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Zeno may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Zeno's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Zeno shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Zeno written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

2.4. Approvals. Zeno shall endeavor to obtain all approvals in writing (including via email), such approvals shall not be unreasonably withheld. However, if time does not reasonably permit obtaining prior written approval, approvals may be given verbally, pending a written confirmation to follow (e.g. via conference report). In no event shall Zeno incur any cost or expense in excess of $5,000 without Client's express prior approval. Client's approval of any estimate shall constitute approval of all costs and expenses set forth in such estimate. If actual costs and expenses will exceed the most recent estimate approved by Client by ten percent (10%) or more, Zeno will send Client a revised estimate for approval. Overages of less than ten percent (10%) will be due and payable as stated in this Agreement.

2.5. International Services. All amounts due under this Agreement shall be billed and paid in US dollars. Zeno reserves the right to adjust the Budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). Client, recognizing that Zeno is obligated to pay out-of-pocket, third party vendor expenses and other costs in full in the local currency in which they were incurred, shall reimburse Zeno if any shortfall occurs as a result of fluctuating currency exchange rates. In such instances, Zeno will include an adjustment in the next monthly invoice or render a separate invoice.

2.6. Reporting. Zeno shall with regard to the Services under this Agreement report to and receive directions from the Communications Manager at Client's HQ or other authorized party appointed by Client.

3. Indemnification.

3.1 Review of Materials. Client represents and warrants the accuracy, completeness and propriety of information concerning its organization, products, services or industry, including without limitation, all materials and information provided to Zeno in order for Zeno to provide Services hereunder, and any information, disclosures or requirements which are imposed upon Client as a result of its business activities by any governmental, regulatory or oversight agency, body, tribunal or proceeding, whether within the United States or in any non-United States jurisdiction. Client shall review all materials prepared by Zeno under this Agreement to confirm that descriptions and representations, direct or implied, with respect to

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Client's organization, products, services, industry and competitors are accurate and supportable and that such descriptions and representations are in compliance with all legal and regulatory requirements, directives and guidelines.

3.2 **Client Indemnity.** Client shall defend, indemnify and hold harmless Zeno and its directors, officers, employees and agents, from and against any and all damages, liabilities, or expenses, including reasonable attorneys' fees, arising out of third party claims or actions (collectively "Claims") that arise out of or relate to: (i) any information, statements or materials prepared or provided by Client, that Client directed Zeno to use or that were approved by Client; (ii) Client's specific direction provided to Zeno for work requested by Client; (iii) the material breach by Client of any of its covenants or obligations hereunder; (iv) the nature or use of Client's products, services or equipment; and/or (v) Client's negligence or willful misconduct. Client's obligations under this Section include payment by Client to Zeno of all time charges and expenses (including reasonable attorney's fees) incurred by Zeno in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry served upon Zeno or any of its affiliates that arises out of any litigation, proceedings or investigations involving Client.

3.3 **Zeno Indemnity.** Zeno shall defend, indemnify and hold harmless Client and its directors, officers, employees and agents from and against any Claims that arise out of or relate to: (i) Zeno's gross negligence or willful misconduct in performing the Services under this Agreement; and/or (ii) the material breach by Zeno of any of its covenants or obligations under this Agreement, but excluding claims arising out of material supplied by Client to Zeno, or arising from Zeno's adherence to Client's specific instruction or direction.

3.4 **Obligations.** The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense. In addition, in matters in which Zeno is not an adverse party, Client shall pay or reimburse Zeno for all reasonable staff time, attorney's fees and expenses Zeno incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. **Term.** This Agreement shall commence effective as of January 1, 2019 and shall continue for three (3) years. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. **Termination.** Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than ninety (90) days' written notice. In addition, either party may terminate this Agreement upon thirty (30) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the thirty-day period. Either party may immediately terminate this Agreement if the other: becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Zeno fees through the termination date and reimburse Zeno for expenses incurred through the termination date. In addition, Client shall either assume liability or pay Zeno for non-cancelable expenses committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

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If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. **Limitation of Liability.** EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO ZENO PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. **Confidentiality.** Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

8. **Intellectual Property.** Unless specifically provided for in the SOW and paid for by Client, Zeno does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Zeno from using materials that are obtained from third parties pursuant to limited licenses.

Any and all materials supplied by Client to Zeno in connection with this Agreement including but not limited to Client's trademark (e.g. Aruba logo and slogans) and its other IP-rights shall remain the sole and exclusive property of Client. It is expressly understood and agreed that no rights are transferred from Client to Zeno with respect to any Client's materials and Zeno shall only use such materials to carry out the Services requested by Client.

All public relations and consulting materials created on Client's behalf hereunder or purchased, licensed or otherwise obtained for Client's account (hereinafter the "Materials") shall, upon full payment by Client of all sums due and owing to Zeno, be the sole and exclusive property of Client, to the extent that Zeno owns and has the right to convey such right, title or interest, and subject to any third-party ownership and/or use limitations. Any Materials prepared or proposed by Zeno and rejected by Client, shall remain the property of Zeno In addition, Client shall obtain no ownership interest in Zeno's proprietary materials, including but not limited to, media lists and certain media training guides, influencer lists, and data bases. Upon Client's request, and at Client's expense, Zeno shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. **Non-Solicitation of Employees.** During the term of this Agreement and for twelve (12) months after its termination, Client will not, without the written consent of Zeno, knowingly solicit (either directly or indirectly) any Zeno employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Zeno, Client shall pay Zeno a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Zeno of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

10. **Choice of Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

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11. **Attorneys' Fees.** In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party. So only with prior written consent may Zeno (i) elect to engage subcontractors in connection with the performance of its Services hereunder and (ii) assign this Agreement to any parent company or any entity acquiring substantially all of its assets.

13. **Conflict of Interest.** Zeno's US and Canada offices cannot perform any of the Services covered by this Agreement for any other Caribbean island without Client's prior written consent. This restriction shall apply for the duration of this Agreement.

14. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

15. **Severability.** All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction, then the rest of the Agreement shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.

16. **Notice.** Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier, or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Zeno:	Tracey Thiele Zeno Group, Inc. 130 E. Randolph 30th Floor Chicago, IL 60601 E-Mail: Tracey.Thiele@zenogroup.com
With a copy to:	Office of the General Counsel Zeno Group, Inc. 200 East Randolph Drive Chicago, IL 60601 E-mail: legal@zenogroup.com
If to Client:	Sjeidy Dijkhoff-Feliciano Aruba Tourism Authority L.G. Smith Blvd 8 P.O. Box 1019 Oranjestad, Aruba Email: s.feliciano@aruba.com
With a copy to:	Kuster Law Aruba Tourism Authority L.G. Smith Blvd 8 P.O. Box 1019 Oranjestad, Aruba

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	kusterlaw@kusterlaw.com legal@aruba.com

17. **Section Headings.** Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

18. **Counterparts.** This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

19. **Compliance with Laws.** Client shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any required permits, licenses and certifications. In compliance with Data Security laws, the parties agree to, among other things, comply with the provisions of Appendix 1.

20. **Survival.** The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

21. **Entire Agreement.** This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

22. **Order of Precedence.** Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely,
Zeno Group, Inc.

ACCEPTED AND AGREED TO ON THIS 8th DAY OF February 20 19

Aruba Tourism Authority

By: _____

Printed Name: Corella Tjin A Ja-Cao

Title: CFO

ZENO GROUP, INC.

By: _____

Printed Name: Tracey Thiele

Title: EVP Marketing

Aruba Tourism Authority

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Appendix 1 - Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the Agreement with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. This is not intended to modify the terms of the Agreement, but shall take precedent with respect to matters involving the Processing of Personal Data.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Zeno, relating to data security, data protection and/or privacy, including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Zeno, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 3 GDPR Requirements

(1) Client, in its capacity as a Data Controller, shall:

- (i) Ensure that it has the lawful right to authorize Zeno to process Client Personal Data as contractually agreed or as instructed by the Client;
- (ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data;
- (iii) Ensure all instructions given by it to Zeno with respect to the Processing of Client Personal Data are compliant with Data Protection Law;
- (iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;

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(v) Document all orders, partial orders or instructions provided to Zeno. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;

(vi) Immediately notify Zeno of any errors or irregularities found when reviewing the results of the processing;

(vii) Be responsible for ensuring that any subprocessors of Client Personal Data selected by Client comply fully with Data Protection Law; and

(viii) To the extent Client receives Personal Data of Zeno employees pursuant to the Agreement, Client will process such Personal Data in compliance with Zeno's instructions and Data Protection Law.

(2) Zeno, in its capacity as a Data Processor to Client, shall:

(i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data to a third country, an international organization, unless required to do otherwise by European Union or Member State law to which Zeno is subject. In such case, Zeno will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(ii) Ensure that persons authorized by Zeno to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Zeno shall not be responsible for the actions of subprocessors Client has selected and instructed Zeno to utilize with respect to the Processing of Client Personal Data;

(iii) Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;

(iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data;

(v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Zeno shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of Client Personal Data;

(vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Exhibit and Data Protection Law;

(vii) upon notice from Client, promptly delete or return all the Personal Data to Client that Zeno has Processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;

(viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Zeno shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.

(3) To the extent that Zeno Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.

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(4) To the extent that Client receives Personal Data form Zeno (e.g. Personal Data of Zeno employees, media contact or suppliers) pursuant to the Agreement, Client will Process such Personal Data in accordance with Data Protection Law and Zeno's instructions from time to time.

(5) The subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a SOW or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the Agreement.

(6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the Agreement.

(7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.

(8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Zeno, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and instructs the other party to Process such Personal Data for such purposes.

(9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law (including GDPR).

(10) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Zeno shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Zeno shall be entitled to terminate the Agreement upon thirty (30) days' written notice. Client shall reimburse Zeno for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.

(11) The Client acknowledges that Zeno uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of Client Personal Data provided it is effected by way of Appropriate Safeguards. "**Appropriate Safeguards**" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law from time to time.



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