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

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Zeno Group, Inc.	6652

3. Name of Foreign Principal
Aruba Tourism Authority (ATA)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 01/01/2023

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

Promote Aruba tourism through media and marketing services to the U.S. leisure market.

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

Provide media and partner relations, marketing programs and strategic counsel.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Promote tourism on behalf of the Aruba Tourism Authority through media and partner relations, marketing programs.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
01/10/2023	Raquel daFonseca	/s/Raquel daFonseca

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
January 10, 2023	Raquel daFonseca	Raquel daFonseca

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Aruba Tourism Authority and Zeno Group, Inc.
STATEMENT OF WORK
PROJECT NAME: ATA x ZENO RETAINER
January 1, 2023 – December 31, 2023

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.

Deliverables

ACTIVITY
Public Relations

Account Management
• Weekly/Bi-weekly client calls
• Fiscal / overall budget management
• Integration with IAT agencies and bi-weekly calls
• Daily management of all workstreams, internal meetings, timelines and project budgets
 	
Media Relations
• Media relations outreach and media materials development (e.g., press release, media lists, fact sheets, press kit, etc.)
  ○ Manage news bureau and ongoing media relations
  ○ Share recommendations for always-on/culturally relevant pitch moments throughout the year
• Creation of quarterly pitch calendar
• Editorial calendar research and management
• Vetting, responding, and handling reactive media requests (including paid and earned opportunities)
• Execute and oversee up to two SMTs / paid media opportunities
 	
Partner Relations
• Collaboration with hotel and activity partners to incorporate new offerings into media outreach
• Manage relationships with partners and update partner tracking list on an ongoing basis
• Share ongoing plans and shifts with hotel partners, as required
• Liaise with hotel partners for press trips as needed

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Press Trips

- Press trip ideation and management of up to four niche groups trips (KPI: 4 media per trip)
- Zeno responsible for securing hotel partners and creating itinerary guide and recommendations for group trips
  - ATA designated TRL to manage booking all activities and restaurant reservations for press
- 1 Zeno team member to staff each group press trip (up to four per year)
  - Incremental fee will be charged when two Zeno members staff a group press trip
- Estimate OOP for 4x group press trip included
- Individual press trip coordination included (five to seven media included for the year)
- Recaps to be delivered upon completion of press trips

Reporting / Monitoring

- Earned media data and measurement for ongoing reporting (monthly, quarterly, annually) + monitoring and merchandising of coverage
- Activity report to be shared each month
- Executive summary to be shared on a quarterly basis

Creator Marketing Program & Paid Social

- Identify and vet influencers for consideration
- Work with 10-15 total creators, inclusive of 1 celebrity partner, 10 on-island and 3 reactive partners
- Develop briefing materials, itineraries & hold briefing calls with each creator partner
- Manage outreach and content approvals
- Create relevant program reporting (EOD updates on-island and 30-day recap reports) and share routine updates with ATA, partners, and ATA social
- Work and coordinate with ATA social to ensure content sharing, updated content calendar including rights usage and email alerts for when influencers are on-island to encourage engagement
- Provide campaign reporting, including weekly data pulls and post-campaign reports
- Manage paid social Branded Content ads for creator content including quarterly reports on program metrics and optimizations
- 1 Zeno team member to staff iCamp initiative and/or vow renewal activation depending upon involvement
  - Incremental fee will be charged when two Zeno members staff a group influencer trip

Strategic Counsel and Planning

Planning

- 2024 strategic plan, including insights, brand activations, data-driven storytelling, co-branding partnerships
- IAT meetings/calls to align on plans
- Virtual presentations to AHATA

Partner Workshops

- North America workshops and presentations to AHATA partners (4-6 per year) for both earned media and creator

On-Island Senior Level Staffing Support

- On-Island Meeting: 3 Zeno members to participate for three working days (one per year)
- AHATA 2023 resentation (Fall 2023): 3 Zeno members to participate for two working days

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NYC Planning Meeting (Fall 2023) • Present and align on 2024 planning: 2 Zeno members for two working days (one rehearsal with NA team and one all-day planning day)
Crisis & Issues Management
Ongoing Issues Management • Strategic counsel • Development of rapid-response materials such as standby statements, messaging, etc., as appropriate. • Support with developing, editing, and modifying materials (i.e., media interview questions, internal and external Q&A, and others) • Ad-hoc support from senior crisis lead(s) for recommendations, points-of-view, and insights around potential risks or issues as they arise. *For major crisis events that require additional resources above and beyond the minimum monthly project fee, Zeno will advise ATA and get pre-approval for any additional budget.*

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 – PR Retainer	**$458,208 annually,** $38,184/month
Professional Fees – Creator Marketing Retainer	**$144,000 annually,** $12,000/month
Professional Fees – Crisis Retainer	**$36,000,** $3,000/month
Strategic Counsel and Planning	**$80,000**
Press Office and Press Trips OOP	**$110,000**
Brand and PR Activations	**$470,292**
Agency Travel	**$45,000**
Estimated Creator OOP	**$285,000**
Paid Social (including $6,500 management fee)	**$71,500**
Total SOW:	**$1,700,000**

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 on a monthly basis. The Monthly Retainer is based on the Scope of Services retained above. Zeno shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Zeno will bill Client for out-of-pocket expenses on an as incurred basis at the end of the month with the exception of Creator OOP and Paid Social costs which will be pre-billed on a quarterly basis. Agency shall not exceed the total budget amount unless approved in writing, it being understood that amounts may be shifted between fees and expenses, so long as the total budget is not exceeded.

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Invoices. Zeno will render invoices on a monthly basis. For pre-billed out-of-pocket expenses, documentation for expenses will be provided within 60 days of reconciliation after the quarter close. 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.

ACCEPTED AND AGREED TO ON THIS 1ST DAY OF DECEMBER 2022.

ARUBA TOURISM AUTHORITY

By: _____

Printed Name: Lorella Croes

Title: CEO

ZENO GROUP, INC.

By: natasha carroll

Printed Name: Natasha Carroll

Title: Executive Vice President

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