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OMB No. 1124-0004; Expires October 31, 2026

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? 01/01/2024

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

Provide public relations and communications services to the US 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 public relations and communications services to the US leisure market, including media/ partner relations, press trips and social media.

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.

Provide public relations and communications services to the US leisure market, including media/ partner relations, press trips and social media.

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

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

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

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

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

Date	Contact	Method	Purpose

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

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

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

Date Received	From Whom	Purpose	Amount/Thing of Value

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

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

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

Date	Recipient	Purpose	Amount/Thing of Value

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

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

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EXECUTION

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

Date	Printed Name	Signature
01/03/2024	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
1-2-24	Raquel daFonseca	

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Aruba Tourism Authority and Zeno Group, Inc.

STATEMENT OF WORK

PROJECT NAME: ATA x ZENO RETAINER

January 1, 2024 – December 31, 2024

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 client calls, agenda and recap notes
• 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 releases, media lists, fact sheets, press kits, etc.)
  ○ Manage news bureau and ongoing media relations
  ○ Share recommendations for always-on/culturally relevant pitch moments throughout the year
• Creation and execution 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
• Executive Thought Leadership
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

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- Liaise with hotel partners for press trips and campaigns as needed
- Workshops designed for AHATA partners (to take place no more than 3x per year) for both earned media and creator
- Virtual campaign shareouts prior to all launches

Press Trips

- Press trip ideation and management of up to four niche groups trips (KPI: 3-4 media per trip)
  - Estimate OOP for 4x group press trip included
- Zeno responsible for securing hotel partners and creating itinerary guide and recommendations for group and individual 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
- Individual press trip coordination included (5-7 media included for the year)
- Estimate OOP for 5-7x individual press trip included
- Briefing books to be shared once press trip begins
- Recaps to be delivered upon completion of press trips

Purpose + Impact

- Integration of P+I team member to support in developing strategic counsel that will inform sustainability messaging and creative ideation for the Aruba Promise & Eco-Conscious Niche

IAT

- Attend weekly IAT internal agency meeting with Deep Focus to ensure coordination across workstreams
- Attend and co-lead bi-weekly IAT client meetings

Reporting / Monitoring

- Earned media data and measurement for ongoing reporting (weekly, monthly, quarterly, annually) + monitoring and merchandising of coverage
- Development and distribution of Weekly Aruba Media Update
- Provide quarterly workstream updates for NA Marketing Newsletter
- Activity report, PR tracker and Clipbook to be shared each month
- Executive summary to be shared on a quarterly basis
- Campaign recaps to be shared at conclusion of all campaigns
- Strategic counsel on 2024 KPIs and reporting

Creator Marketing Program & Paid Social

- Identify and vet influencers for consideration
- Work with 12-17 total creators, inclusive of 1 celebrity partner, 12 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 (Partner one-sheet recaps 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

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- Manage paid social Branded Content ads for creator content including quarterly reports on program metrics and optimizations
- 1 Zeno team member to staff key initiatives, group trip 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

Strategy & Planning

- Development of 2025 strategic plan, including insights, brand activations, insight-driven storytelling, co-branding partnerships - including Zeno senior subject matter experts from Strategy + Planning, Purpose + Impact and Data + Analytics Team
- Virtual and in-person check ins and presentations
- Hosting key planning sessions at Zeno NYC offices (out of pocket expenses would be billed separately)
- Present and align on 2025 planning: 4 Zeno members for 2 working days (one session in June and second session in October)

IAT Planning Collaboration

- Develop integrated brand activations for annual planning in partnership with Deep Focus and ATA stakeholders
- Review creative and media ideas and plans for earned and creator extensions / integrations

Senior Counsel & Oversight

- Coordination of Luxury Travel Trends Insights reporting maximum of twice yearly
- Engagement of Zeno Analytics and Z3 (AI) teams to present trends, research or capes
- Engagement of Zeno Creative + Strategy teams in planning process to collaborate on integrated brand acts

On-Island Meetings

- On-Island Fall Meetings: 3-4 Zeno members to participate for 3-4 working days (one per year)
- Ad Hoc Meetings: 2 senior Zeno members to participate for two working days (I.E. April AHATA sessions)

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.
- Issues monitoring and reporting on agreed upon cadence

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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	**$564,000 annually,** $47,000/month
Professional Fees – Creator Marketing Retainer	**$192,000 annually,** $16,000/month
Professional Fees – Crisis Retainer	**$60,000,** $5,000/month
Strategic Counsel and Planning	**$140,000**
Press Office and Press Trips OOP	**$90,000**
Brand and PR Activations	**$731,222**
Agency Travel	**$45,000**
Estimated Creator OOP	**$320,000**
Paid Social (including $9,000 management fee)	**$80,000**
Total SOW:	**$2,222,222**

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 shall bill Client for out-of-pocket (OOP) expenses on an as incurred basis at the end of the month with the exception of Press Office, 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. Any unused OOP budget at the end of contract, can be converted towards fee upon approval.

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:	Marisol Sanchez Maldonado

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

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

ACCEPTED AND AGREED TO ON THIS 17TH DAY OF NOVEMBER 2023.

ARUBA TOURISM AUTHORITY

By: M Sánchez

Printed Name: Marisol Sanchez Maldonado

Title: Communications Manager

ZENO GROUP, INC.

By: Stephanie Casanova

Printed Name: Stephanie Casanova

Title: SVP

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