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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
Teneo Strategy LLC	6698

3. Name of Foreign Principal

COP29 Azerbaijan Operations Company

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? 10/28/2024

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

The registrant has amended its agreement with existing foreign principal COP29 Azerbaijan Operations Company for communications and corporate strategy advisory services. As described in the enclosed amended agreement, the registrant agreed to provide additional staffing resources for services leading up to and during the critical period of the COP29 event (from October 25 through November 25, 2024). As a result, the foreign principal will pay the registrant a total of $750,000 for the aforementioned time period, plus certain expenses. Furthermore, the registrant provided the foreign principal with additional consulting advisory services during September and October, for which the foreign principal will pay an additional monthly fee of $100,000. Note that while the amended agreement is dated October 28, 2024, the executed version was received by the registrant on November 14, 2024.

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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.

As described in the amended agreement, the registrant is providing additional on-site staffing coverage from October 25 to November 25, 2024, to involve the following resources: speech/content writer, international media relations lead, international media relations managers, social media content writers, and issues management lead. In addition, as described in greater detail in the amended agreement, the registrant also provided a range of additional event visibility services from September through October to build awareness and visibility among key audience groups, move opinion and augment broader sponsorship engagement with respect to the COP29 event.

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.

In the course of providing the services described above, the registrant continues to provide counsel and assistance to the foreign principal on communications matters and to engage in communications with members of the U.S. media as well as other relevant stakeholders.

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.

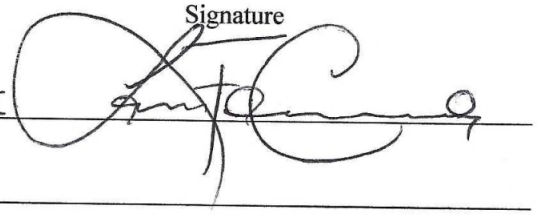
Date	Printed Name		Signature
11/22/2024	Lawrence F. Carnevale	Sign	/s/Lawrence F. Carnevale
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
11/21/24	LAWRENCE F. CARNEVALE	

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Teneo

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Amendment № 1

October 28, 2024

COP29 Azerbaijan Operating Company
2020 Business Center, 99 Merkezi Bulvar street, Khatai district, AZ1025 Baku, Azerbaijan

Re: **Amendment to Agreement effective on April 29, 2024**

We refer to that certain agreement (the "***Agreement***") between **Teneo Strategy LLC**, (the "***Consultant***") a Delaware limited liability company, and **COP29 Azerbaijan Operating Company**, a non-commercial legal entity established under the laws of the Republic of Azerbaijan (the "***Company***"). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Agreement.

The parties hereby agree to amend the Agreement, effective retroactively on September 1, 2024 (the "***Amendment Effective Date***"), as follows:

1. **Section 1 – Consulting Services – of the Agreement** is hereby amended by adding new text to the end as follows:

   "In preparation for COP29, the parties agree that additional Consultant's resources are required to provide the Services leading up to, and during, the critical period of the COP29 event. Accordingly, for the period commencing on October 25, 2024, and ending on November 25, 2024 (the "***Additional Staff Term***"), the Consultant will assign additional resources to perform the Services, as further detailed in **Exhibit B** attached hereto (the "***Additional Staff***").

   In addition to the Services and Additional Staff Services, the Consultant will provide the Company with the following additional consulting advisory services:

   - For the period commencing on September 1, 2024 and ending on October 31, 2024 (the "***Event Visibility Services Term***"), the Consultant will provide the Company with strategy

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and communications services in support of enhancing the visibility during COP29 event, as further detailed in **Exhibit C** attached hereto (the "***Event Visibility Services***")."

2. **Section 3.1 – Consulting Fees – of the Agreement** is hereby amended as follows:

   During the Additional Staff Term, the Monthly Retainer shall increase to US$750,000, payable in accordance with Section 2.1.1 of the Agreement.

   In consideration for the ***Event Visibility*** Services, the Company shall pay to the Consultant a monthly fee of US$100,000, payable in accordance with Section 2.1.1 of the Agreement.

3. Additionally, during the Additional Staff Term, the Travel Cap shall increase to US$172,000.

Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. This letter agreement shall be governed under the laws of England and Wales, without regard to its conflict of law provisions and may be executed in counterpart and by facsimile.

May it be known that the undersigned parties, for good and valuable consideration, the receipt and adequacy of which is acknowledged and agreed, accept and agree as of the date first written above:

[*SIGNATURE PAGE FOLLOWS*]

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Accepted and Agreed to:

COP29 AZERBAIJAN OPERATING COMPANY	**TENEO STRATEGY LLC**
Name	Tom O'Connor Name
Title	CFO, Americas Title
Signature	Signature
Date	11/11/2024 Date

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EXHIBIT B

ADDITIONAL STAFF

Scope of Work

Teneo will restructure its existing team and staffing approach to ensure additional on-site coverage during the critical time for the COP29 organization. This would increase staffing in Baku to approximately 15 staff from October 25 to November 25, 2024, with continuing support from Teneo's international offices. The leadership structure would remain the same, with Chris Lauwerys and Padraic Riley providing day-to-day oversight and management.

This restructuring would involve the following resources:

- **Speech/content Writer** – A Teneo content specialist would work closely with the existing team to ensure that the team can produce more speeches, talking points and communications pieces for the leadership team and COP29.
- **International Media Relations Lead** – This person would manage and oversee the international media relations work being done by the OperatingCompany and its resources. He/she would be responsible for the most important media engagements and coordinate media activity among the Presidential Administration team, CPD, and the Operations Company.
- **International Media Relations Managers (2)** – These team members would help handle various media relations tasks – including phone and email engagement and interview requests, on-site visits requests, and event media engagement.
- **Social Media Content Writer(s)** – These team members would work with the communications team and the Operating Company social media team as appropriate to generate timely content for the COP29 web site, social media posts, and other related content.
- **Issues Management Lead** – Teneo will assign a team member to be the go-to person for issues management, working directly with senior members of the Teneo team in support of the Presidential Administration team and the senior leadership of the Operating Company.

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EXHIBIT C

EVENT VISIBILITY SERVICES

Scope of Work

To build awareness and visibility among key audience groups, move opinion, and augment broader sponsorship engagement, Teneo team will conduct the following work:

Preparation

- *Narrative development* – Develop overarching story to provide foundational element for proactive communications across press materials (press releases), website content and media pitches.
- *Development of fact file and data bank* – Ongoing sourcing, development and oversight of a fact file of data points that support the Event narrative.
- *Content development (input around messaging for script and content development)* – Provision of content and messaging for streaming partner/ broadcast provider Hi Impact (for film and podcast content).
- *Content development (ongoing materials and collateral creation)* – Development a range of content including based on the narrative – ranging from press releases, media updates, quotes, statements, speeches and prepared remarks, FAQs plus summaries and explainer text for media in order to explain and update on Event activity.

External Engagement

- *Media engagement (press releases)* – Issue press release based on general progress updates (exact number to be determined).
- *Media engagement (pitching to selected targets)* – Tailored media approaches to selected trade media designed to provide details of specific opportunities for participating organisations from priority verticals/sectors.
- *Media briefing/media interviews* – Providing updates with journalists on an individual basis or in group settings.
- *Media partnerships* – Engagement and support for the Operating Company / Hi Impact in the management of media partnership opportunities– whether for dedicated event programming (Impact Stage) or dedicated event spaces/ rooms.
- *Content development (input around messaging for script and content development)* – Provision of content and messaging for streaming partner/ broadcast provider Hi Impact (for film and podcast content).
- *Content development (ongoing materials and collateral creation)* – Development of a range of content, including content based on the narrative – ranging from press releases, media updates, quotes, statements, speeches and prepared remarks, FAQs plus summaries and explainer text for media in order to explain and provide updates on Event activity.
- *Stakeholder engagement* – Sourcing points of contact and contact details for a range of organisations spanning Chambers of Commerce and Trade Associations. Facilitating introductions for members of the sponsorship team.
- *Ongoing support and input for sponsorship team engagement efforts* – Provision of updates, content and messaging to equip members of the sponsorship team to effectively engage with existing and prospective sponsors and partners in.

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