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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 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
Geoffrey Weill	7173

3. Name of Foreign Principal

GOTURKIYE - TURKISH MINISTRY OF CULTURE & TOURISM

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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 01/01/2025

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

a written agreement to perform Public Relations and promote
promotional material and press clipping services. Request journalist to visit Türkiye to write about the country

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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.

Public relation counsel, promotional material and press clippings

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.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, including 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] to the date of registration 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] to the date of registration 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
04/10/2025	Mr. Geoffrey Weill	Sign	/s/Mr. Geoffrey Weill
04/10/2025	Ann Rebecca Laschever	Sign	/s/Ann Rebecca Laschever
04/10/2025	Mark Liebermann	Sign	/s/Mark Liebermann
		Sign	

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Date	Printed Name	Signature
4/10/2025	Geoffrey Weill	

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EXECUTION

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Date	Printed Name	Signature
4/10/25	ANN LASCHEVER	
4/10/25	MARK LIEBERMANN	
4/10/25	Geoffrey Weill	

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PUBLIC RELATIONS SERVICES AGREEMENT IN USA FOR THE YEAR 2025

TÜRKİYE TOURISM PROMOTION

AND DEVELOPMENT AGENCY

TGA
TÜRKİYE TURİZM
TANITIM VE GELİŞTİRME
AJANSI

&

Geoffrey Weill Associates, Inc.

25/12/2024

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PUBLIC RELATIONS SERVICES AGREEMENT FOR THE YEAR 2025

1. PARTIES

1.1. This Agreement (hereinafter "Agreement") is concluded by and between Türkiye Tourism Promotion and Development Agency (hereinafter "the ADMINISTRATION") and representative agency Geoffrey Weill Associates, Inc. (hereinafter "the AGENCY") commissioned to carry out public relations activities in USA under the responsibility of Counsellor for Cultural and Information Affairs in USA, under the below terms and conditions.

1.2. The Parties do here by agree on the following terms and conditions.

2. SUBJECT AND PURPOSE

2.1. ADMINISTRATION, as per the Law on the Türkiye Tourism Promotion and Development Agency No. 7183, was established as an affiliated institution of the Ministry of Culture and Tourism, Republic of Türkiye. Its purpose is to promote Türkiye's tourism destinations and products globally, help the country to achieve its tourism goals, leverage its tourism potential to benefit the national economy, and increase tourism investments, thereby raising the share of tourism in the country's economy. Additionally, ADMINISTRATION aims to enhance service quality in the tourism sector and provide necessary support and resources. Operating under the Ministry's authority, ADMINISTRATION is the highest authorised institution to regulate activities of the Turkish tourism sector and develop national tourism programs ("**Foundation Purpose**").

In line with this Foundation Purpose, ADMINISTRATION, wishes to procure the Agency' Public Relations services for the year 2025 in the USA's markets set under Appendix-1. This Agreement provides the essential components and actions of each Party in order to achieve the subject and purpose of this Agreement.

2.2. Parties are independent legal entities and the Agency shall have no right to burden any obligation and/or liabilities on behalf of the ADMINISTRATION or Culture and Information Office.

3. RIGHTS AND OBLIGATIONS

3.1. The AGENCY shall carry out the public relations activities set under Appendix-1 pursuant to the terms and conditions of this Agreement ("Contractual Works").

3.2. The AGENCY will submit all kind of PR proposals, Cost estimates and PR Activities, written, visual and digital promotional materials such as press release texts, articles, photos etc. to be performed in accordance with this Agreement to the prior written approval of the ADMINISTRATION or Counsellor for Cultural and Information Affairs before transmission, distribution, performance or publication. ADMINISTRATION or Counsellor for Cultural and Information Affairs will review each PR Activities, cost estimates and proposals for the fitness to its Foundation Purpose. The AGENCY shall fulfill any and all revisions demanded by the ADMINISTRATION or Counsellor for Cultural and Information Affairs timely. All PR Activities, PR Proposals, and cost estimates shall be submitted to the ADMINISTRATION or Counsellor for Cultural and Information Affairs as final version. The AGENCY shall assume all financial and other liabilities that may emerge in the cases of any changes made without prior written approval of the ADMINISTRATION, and activities.

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3.3. The AGENCY agrees that ADMINISTRATION shall not be liable monetary or otherwise if any contractual works and activities are carried out without receiving a written approval (e-mail acceptable). In order for their validity, these shall be submitted for prior written approval of the ADMINISTRATION's official reflected below and/or any other official to be notified by the Client at any time.

Contact Information of the ADMINISTRATION:

Attention	:	Ozan Ortaç
Address	:	Esentepe Mahallesi, Büyükdere Cad. No:127 Astoria AVM B Blok Kat:4 34394 Şişli – İstanbul
E-mail	:	prteam@tga.gov.tr
Tel	:	+90 212 970 98 42
Fax	:	+90 212 970 98 99

Contact Information of the Culture and Information Office:

Attention	:	Hilal Demirel Akgül
Address	:	821 United Nations Plaza New York, NY 10017
E-mail	:	nytourismturkiye@ktb.gov.tr
Tel	:	+1 212 351 72 76
Fax	:	

3.4. All kinds of materials and information delivered to the AGENCY by the ADMINISTRATION shall be used only under this Agreement for Contractual Works relating to Türkiye only. The AGENCY shall keep all materials, information and documents received confidential following the end of the Agreement.

3.5. The AGENCY agrees not to perform public relations and promotional activities for any destinations that are deemed to compete Türkiye.

3.6. The AGENCY shall not exploit the contracted works herein to engage in any commercial or professional activities that may lead to a conflict of interests, which may directly or indirectly have irrepairable effects on the social and political integrity and the image of Türkiye.

3.7. The AGENCY may not act as the legal representative and attorney to the ADMINISTRATION. The AGENCY's relations and liabilities to or disputes with the third parties shall under no circumstances be affiliated to the ADMINISTRATION itself, and no obligations and liabilities shall be imposed and/or no commitments shall be born by the ADMINISTRATION. This Agreement herein neither does grant any rights to agency or represent nor any provisions herein shall be construed as constituting a business partnership.

3.8. The Parties shall act in compliance with the mutual principles of organizational culture and operational principles; shall be attentive to the compliance with business ethics and rules; shall make no illegal payments to third parties or shall engage in no relationships with third parties, which may lead to conflict of interests.

3.9. AGENCY agrees that it shall not breach third party rights as a result of the use of content and material in the Contractual Works or Contractual and Creative Works by

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itself within the terms and conditions of this Agreement, and agrees that any liability resulting from such third party claims, shall be borne by Agency. Agency shall indemnify and hold Administration harmless from complaints and indemnification claims and the lawsuits filed in relation to Contractual and Creative Works. Except as to content and materials provided by ADMINISTRATION, AGENCY shall hold harmless ADMINISTRATION from all claims and lawsuits, liabilities and obligations including rights, receivables and indemnifications, from all costs, fees, direct and indirect damages including attorney fees, mediation costs and expenditures, all of which are incurred as a result of breach by Agency's services in connection with the Contractual and Creative Works as it relates to any royalty, trademark, presentation of business, moral and financial right or any other intellectual property right or any right legally protected under laws, of any third persons or as a result of any accusation or claim arisen from infringement, stealing or misuse of these rights or restraining use of the works, and shall compensate Administration from all direct or indirect damages suffered from all these reasons, and shall defend Administration if requested.

3.10. ADMINISTRATION hereby authorised Councellor for Cultural and Information Affairs in USA to execute, act and represent on behalf of and in favor of ADMINISTRATION within the scope of this Agreement.

4. AGREEMENT PRICE AND PAYMENT

4.1. Service Fee: The monthly payable to the AGENCY for public relations services is US$14,500 (fourteen thousand and ive hundred US dollars). The total Agreement price is annually US$174,000 for 12 months to avoid any ambiguity.

4.2. Invoices: The Agency is required to submit its monthly PR report indicating the performance of the relevant month with supporting documents concerning the services and activities provided that month to the ADMINISTRATION through the online platform of ADMINISTRATION. The report of each working month must be submitted fully before end of the month, and the Agency can only then issue its invoice for the base service fee covering that month's services and activities.

4.3. Payment: Invoices will be sent to the designated address of ADMINISTRATION specified in this agreement. Payments for invoices must be made within 30 days from the date of invoices are received.

4.4. For activities outside the scope of standart activities as outlined in Appendix-1, the Agency is required to submit a detailed budget proposal to the ADMINISTRATION. These activities can only proceed after obtaining approval from ADMINISTRATION.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Ownership Of The Contractual Works: ADMINISTRATION shall own all copyright and all intellectual property and all other rights of all the Contractual Works and Creative Works created on behalf of the ADMINISTRATION.

5.2. To the extent that, AGENCY, may own any copyright or other rights of the Contractual Works, Agency hereby grants and assigns a non-exclusive, transferrable, hereunder, perpetual license of the Contractual Works and Creative Works to Administration. Solely to the extent required under Turkish law to allow ADMINISTRATION to exercise its rights Agency, will additionally transfer the applicable "economic rights" via a "consent letter upon completion of the Delivery Materials on Delivery Date at the latest (namely Article 14. Right to Publicize, Article 21. Right to Process, Article 22. Right of Reproduction,

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Article 23. Right of Distribution, Article 24. Right of Representation, Article 25. Right of Public Transmission By Means of Sign, Sound and/or Image under the Law on Intellectual and Artistic Works of the Delivery Materials numbered 5846) to ADMINISTRATION. Such economic rights shall be transferred unrestricted as regards duration, place and scope in order to use Contractual Works and Creative Works.

5.3. ADMINISTRATION is entitled to use all the Contractual Works external and internal marketing purposes and entitled to modify or amend the Contractual Works without any prior permissions. The ADMINISTRATION may assign the aforesaid rights to any person, in whole or in part, against or without any charges, and shall not be obliged to make any payments to the AGENCY under any names due to such assigment. Such assignment shall be construed as the assignment of the property of the said intellectual property rights.

5.4. AGENCY does hereby acknowledge and declare that, all Contractual Works are original and not public, and have not previosuly been published or made public in any way; that they contain no confidential or exclusive information and is in no violation of any legal or general intellectual property rights and that the intellectual property rights of the said Contractual Works have not previously been assigned, or there is no pledges or liens established on them.

An agreement, regarding any copyrighted material provided by third parties, stating that. AGENCY agrees to complete the contractual works and transfer all necessary rights to ADMINISTRATION as outlined in this Agreement. Any right or restriction which impedes the transfer of such rights to ADMINISTRATION is expressly prohibited and in the event that AGENCY cannot transfer such rights to ADMINISTRATION, AGENCY shall indemnify ADMINISTRATION on any damages incurred and return any and all paid amount under this Agreement as well as failing to transfer such rights will be deemed as a material breach of this Agreement and ADMINISTRATION may terminate this Agreement based on Article 6.3. and 6.4. In the events of such disputes due to the copyrights thereof, the AGENCY shall be liable against the ADMINISTRATION, during and subsequent to the termination or expiry of the Agreement, for providing all kinds of assistance and compensating any damages arising thereof.

5.5. The AGENCY shall liable against any and all complaints, lawsuits and proceedings by private persons/legal entities, arising from, including but not limited to, trademark, patent, design, model, copyright, trade secret, intellectual and industrial rights. Should, under any circumstance, this obligation be incurred by the ADMINISTRATION regardless of the name, the AGENCY does hereby agree and acknowledge to indemnify the ADMINISTRATION for all damages, within 10 (ten) days of occurence of such damages.

5.6. The AGENCY shall submit the originals of all texts, visual and audio materials it creates or organizes upon the approval of and used by the ADMINISTRATION, to the ADMINISTRATION with all the intellectual property and copyrights registered in the name of the ADMINISTRATION indefinitely, and may, in the name of the ADMINISTRATION only and under the condition it is permitted by the ADMINISTRATION, retain a copy thereof. Subsequent to the expiry or termination of the Agreement, it shall be at the ADMINISTRATION's disposal to continue to use any and all creative works including original visual, digital, audio and/or written materials reflecting the idea and strategy of promotion ("Creative Works") created by the AGENCY. Creative Works that may not be used later and/or that have not been copyrighted shall neither be submitted to the ADMINISTRATION nor be used for other purposes. In case of submission or use, all kinds of financial, legal and criminal liability that may arise from the contractual works subject to any disputes shall be of the AGENCY solely, and the ADMINISTRATION shall not bear liability.

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5.7. All ADMINISTRATION intellectual property rights and its all other rights of any nature are and shall remain the sole and exclusive property of ADMINISTRATION. Nothing in this Agreement shall prevent the use of ADMINISTRATION intellectual property in any other context. The AGENCY does hereby agrees that the ADMINISTRATION does not grant the AGENCY with neither any rights nor licenses to any tangible and intangible goods and rights including but not limited to existing or prospective patents, copyrights, trademarks, or other intellectual property rights, which are/shall be proprietary of the ADMINISTRATION. Any and all information, documents, reports, files and other data and information as well as any and all financial, intellectual and industrial property rights disclosed by the ADMINISTRATION to the AGENCY under this Agreement shall remain the property of the ADMINISTRATION, and if and when demanded to be returned, or this Agreement expires or otherwise is terminated, the AGENCY shall immediately return such to the ADMINISTRATION.

6. TERM AND TERMINATION

6.1. This Agreement shall be effective as of 01.01.2025, and shall end on 31.12.2025 without in need of any prior notice or any other legal action.

6.2. The ADMINISTRATION reserves the right to unilaterally terminate, suspend, postpone or modify agreement price and content of contractual activities at any time during the term of the Agreement. ADMINISTRATION may use this right without reason and compensation upon 30 (thirty) days' prior written notice.

In the event of termination, suspension or postponement as described in this article, any costs incurred by the AGENCY on behalf of the Administration based on irrevocable commitments shall be reimbursed by the ADMINISTRATION to the Agency upon approval of the ADMINISTRATION on such irrevocable commitments. Thus, Agency will prepare a report for the ADMINISTRATION on irrevocable commitments. Agency shall use best endeavours to avoid, mitigate or reduce such irrevocable costs, fees or penalties and/or to explore alternative means to mitigate costs or benefit from the value of costs incurred where available, in lieu of paying such fees or penalties.

However, the ADMINISTRATION shall not bear any additional liabilities or obligations under any circumstances. This includes, but is not limited to compensation for indemnity, anticipated profits, profit losses, penalties or any other forms of remedy.

6.3. If either Party breaches any of the terms and conditions of this Agreement, the non-breaching Party may terminate this Agreement in the event that the breach is not cured within 5 days after receipt by that party of written notice of the breach. Additionally, in case of breach of this Agreement by either Party hereto, the Party in breach will indemnify and hold harmless the other Party from and against any and all direct and/or indirect damages incurred by the other Party as a result of breach of this Agreement.

6.4. If the AGENCY breaches any provision of this Agreement or any applicable laws, the ADMINISTRATION shall have the right to exercise any the following rights (the ADMINISTRATION may choose to utilize one or more of the following rights) without compensation by terminating and with or without terminating the Agreement;

(i) Immediately suspend payments to the AGENCY;
(ii) Deduct or offset any damages and losses arising from improper or incomplete performance of this Agreement from the agreement payments;

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(iii) Terminate, cancel or postpone the contractual activities under this Agreement unilaterally and with immediate effect, without requiring additional notice or a court order while reserving its rights to indemnification and further claims.

If requested by ADMINISTRATION, at the expiry of the Agreement, all purchase orders placed in business relations established and agreements concluded with the third parties as well as the rights arising thereof, shall be assigned to the ADMINISTRATION, provided that the ADMINISTRATION has fulfilled all its obligations and committments to the AGENCY.

6.5. Upon termination or expiry of this Agreement, Contractual and Creative Works, the materials and ideas generated or created by the AGENCY for the ADMINISTRATION shall remain the property of the ADMINISTRATION, and the ADMINISTRATION shall have the right to use such materials for future promotional activities.

7. FORCE MAJEURE

7.1. The Parties are exempted from liability for partial or full failure to fulfill their obligations under this Agreement in the event of force majeure circumstances are making the fulfilment impossible.

7.2. Force majeure circumstances refer to unavoidable and extraordinary events that render the fullfilment of contractual obligations impossible under the specified conditions. Examples of such circumstances include, but are not limited to:

- epidemic diseases or pandemic outbreaks,
- strikes, protests,
- floods, droughts, fires, earthquakes or other natural disasters,
- severe weather conditions such as hurricanes,
- act of terrorism
- civil unrest, uprisings, revolutions,
- Formal declaration of war,
- Economic boycotts, strikes,
- Government imposed travel bans or restrictions,
- Any other extraordinary event beyond the reasonable control of the affected party that could not have been foreseen, avoided or mitigated despite diligent efforts.

7.3. Suspension and Termination Due to Force Majuere: In the event of a force majuere, the affected party may temporarily suspend its contractual by providing an immediate written notice. This notice should clearly specify the type of force majuere event and detail the measures taken to mitigate effects. If the force majuere condition persists for more than one month, either party reserves right to terminate this agreement, either fully or partially, without incurring any liability or obligation or compensation.

7.4. Once the force majeure event has ended, and if the agreement has not been terminated, the parties shall collaborate to establish revised deadlines and timelines for fulfilling the remaing obligations. These revisions must be mutually agreed upon If the force majeure event is removed and the Agreement is not terminated, deadline for the fulfillment of obligations is agreed by the Parties separately.

8. CONFIDENTIALITY

8.1. The AGENCY does hereby irrevocably and definitely agree, acknowledge and declare that it shall under no circumstances disclose which should be considered as proprietary and/or confidential information of ADMINISTRATION including but not limited to any

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materials information, inventions, innovations, businesses, methods, progression, patents, copyrights, trademarks, trade secrets as well as all commercial, financial, technical information, etc, including those that are not protected under the laws, any trade secrets, strategies, issues, problems and manner of conduct regarding the commercial affairs, activities or specific issues of the ADMINISTRATION, which it has already been or shall be informed of as part of its professional responsibilities, to the third parties;

a. that it shall not retain copies of any information, documents, reports, invoices and any other information in written, visual design or program, which it currently has access to or shall have access to as it shall create or prepare such upon the demand of the ADMINISTRATION, or as such shall be delivered or sent to the AGENCY by the ADMINISTRATION; that it shall not disclose, deliver the originals or copies of such to or share such with any third parties; that compliance with the confidentiality requirements and nondisclosure of the information whether in written, verbal or other forms, which is the proprietary of the ADMINISTRATION, is the most essential part hereof; that it shall consider anything it sees, hears or recognizes during its communication to the persons authorized hereunder, as the trade secret of the ADMINISTRATION , and shall not disclose and/or deliver such to third parties;

b. that the agreements, acknowledgements and declaration of the Parties hereto as to the confidentiality of information that they have been disclosed hereunder directly or indirectly, shall not be limited by the Agreement period and confidentiality shall remain effective indefinitely following the expiry or termination of this Agreement;

c. that the information shared with the AGENCY prior to the execution of this Agreement shall also be considered under this article.

8.2. The Party that violates the confidentiality and/or discloses confidential information shall incur the losses or damages to the other. All rights of the ADMINISTRATION for any disclosures hereunder are reserved.

9. MISCELLANEOUS

9.1. The addresses of the Parties under this Agreement are their respective notice addresses, and if an address change is not notified to the other Party in writing (email acceptable), notice shall be served to the stated address, are accepted as served upon the Party, and are legally valid.

9.2. Stamp duty shall be paid by the AGENCY.

9.3. Neither the ADMINISTRATION nor the AGENCY may transfer, assign and endorse the rights and obligations arising herefrom, without prior mutual written consent.

9.4. Amendments to this Agreement shall become valid only if they are in writing and signed by the authorized representative of both of the Parties.

9.5. The inapplicability or invalidity of an article, a sub-article or a provision of this agreement shall not affect applicability or validity of other articles, sub-articles or provisions of the agreement.

9.6. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such Party of the right thereafter to insist upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing signed by the waiving Party (email acceptable).

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9.8. All appendixes to this Agreement signed by the Parties bilaterally are its integral part. If any discrepancy appears between the Agreement and its annexes, provisions of the Agreement shall prevail.

Appendix-1: Scope of Services

10. SETTLEMENT OF DISPUTES

For any disputes during the execution or the termination or expiry of this Agreement, the place of jurisdiction shall be the courts ad court bailiffs in İstanbul and the applicable law shall be the Turkish Law.

11. EXECUTION

This Agreement is effective as of 01/01/2025.

This Agreement, consisting of 9 pages and 11 articles, and Appendix-1 has been signed on 25/12/2024 in English language in two copies by authorized representative of the Parties.

THE ADMINISTRATION Türkiye Tourism Promotion and Development Agency	AGENCY Geoffrey Weill Associates, Inc.
Sinan Seha Türkseven **Acting General Manager**	Ozan Ortaç **Corporate Communications Director, International Projects**
	Geoffrey Weill **Founder & President**

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APPENDIX-1: SCOPE OF WORK
OF "PUBLIC RELATIONS SERVICES FOR THE YEAR 2025" AGREEMENT

1. PARTIES

This document is appendix of the agreement "PUBLIC RELATIONS SERVICES FOR THE YEAR 2025" concluded by and between Türkiye Tourism Promotion and Development Agency (hereinafter "the ADMINISTRATION") and representative agency GEOFFREY WEILL ASSOCIATES, INC. (hereinafter "the AGENCY") commissioned to carry out public relations activities in the United States under the responsibility of Culture and Information Office of Türkiye in the United States, under the below terms and conditions.

2. DEFINITIONS

The Administration : Türkiye Tourism Promotion and Development Agency
Esentepe Mah. Büyükdere Cad. No.127 Astoria AVM B Blok Kat 4 34394 Şişli, İstanbul.

The Agency : Geoffrey Weill Associates, Inc.
29 Broadway, Suite 2205, New York NY 10006

Public Relations Activities (PR Activities): Public Relations Activities are intentional efforts by private and public organisations to establish and develop solid bonds with private groups such as media, customers, employees, partners, the public circle, or the general public itself, to introduce themselves to society, to evaluate the reactions of the public, and to manipulate their attitudes.

Workshop : A professional meeting that lasts a couple of hours, a day or several days, bringing all relevant parties interested in the tourism industry together and allowing them to exchange information on the tourism activities they plan (activities that allow tour operators to come together with each other and owners and managers of touristic facilities before the tourism season and during the preparation of the tour catalogs etc.).

Crisis Communication Strategy : A strategy developed to identify all possibilities and to take the necessary measures to prevent potential crisis, against the possibility of encountering unexpected and unexpected situations caused by various factors and to overcome the crisis situations with the least harm.

Creative Work : Original visual, digital, audio and/or written materials reflecting the idea and strategy of promotion.

Standard PR Counselling Services : To coordinate all communication between the ADMINISTRATION and the representatives of the industry such as travel writers and members of the

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press, to serve all incoming demands and reorganize travel information. To distribute existing media on demand, to provide information about tour groups, restaurants and hotels for partnership opportunities. In addition, to provide support for editing and schedule interviews on demand. Moreover, pursuant to the form of the demand, to use and distribute the archives of visuals to the ADMINISTRATION. To scan the press. The services listed herein.

Promotion on Social Media

: Development of projects related to promotional campaigns to be conducted through social media, sharing posts and coordination with the AGENCY conducting the social media activities of the ADMINISTRATION, in order to develop, update the social media accounts of the the ADMINISTRATION, and increase the number of followers thereof.

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3. PR SERVICES

LIST OF STANDARD ACTIVITIES:

No	Standard Activities	Frequency	Remarks
1	***Relations with Press and Travel Industry***		
1.1	Identifying and communicating with key opinion leaders developing hospitality events if/when necessary: 1) Members of media 2) Members of the travel industry 3) Opinion leaders, trendsetters, and celebrities who may influence travel preferences. 4) Social media influencers and other pioneers of the digital sphere	Min. 1 Monthly	Regarding the said hospitality events, when required the AGENCY is expected to - Identify people, - Establish persuasive communication, - Prepare annual hospitality programs, - Contribute to the tour program to be scheduled, - Follow the publications to be received during and after the tour and contribute to the organization at all stages. - In addition, the AGENCY is expected to act in line with the TGA Corporate Communication for this event.
1.2	Upon the request of the ADMINISTRATION, organizing events such as fam trips/ workshops/roadshows/destination promotion events etc. or the leading agencies/tour operators/ travel industry members etc.	Min. 1 in annually	The AGENCY is expected to contribute at all stages of the organization.
1.3	Inviting journalists to press trips organized by the ADMINISTRATION and/or organising individual and group media experiences. Informing the accepted journalists prior to the event	Upon the request of the ADMINISTRATION	It is the responsibility of the AGENCY to maintain social relations with the press throughout the year to ensure the participation of well-known journalists as well as writers of specific interest mediums such as biking, outdoors, gastronomy, etc
1.4	Either by using the content delivered by the ADMINISTRATION or preparing authentic press releases and delivering them to their addressees and ensuring optimum results in media coverage.	Delivery: min. 1 per week Coverage: On a mutually agreed KPI	The AGENCY is also expected to rapidly develop to-the-point and real-time content.
1.5	Following the most important cultural and tourism channels of the industry (printed, visual, audio, and digital platforms), fairs, conferences, events etc. and contact the addresses to lead them to affairs related to our country	Consistently	It is expected that these studies are detailed in the monthly reports to be submitted at the end of each month.

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1.6	To make efforts for the important meetings of the travel industry (unions/federations/tour operators etc.) to be held in our country.	Upon the request of the ADMINISTRATION	
2.	***Reporting***	***Frequency***	***Remarks***
2.1	Creating and maintaining databases in four categories: 1) For persons active in mass communication, such as members of the press/travel writers etc. 2) Active in various positions in the travel industry. 3) Who may influence the travel routes in the travel industry, such as 'influencers', 'trendsetters', 'celebrities', 4) And those who are active on digital platforms (bloggers, vloggers, YouTubers, etc.).	Monthly updates and delivery	It is at the discretion of the ADMINISTRATION to deliver the list of contacts available at the Office to the AGENCY at the initiation of the Agreement, however, the database updated by the AGENCY shall be delivered to the Office in digital format, every month. The database shall have the identities and channel information as well as channel access and engagement rate for the influencer category; circulation and online access rates for the press category and the evaluations by the AGENCY (evaluation of the previous news/feeds by these people about Türkiye and the competitors etc.).
2.2	Scanning, following, and reporting the news on culture and tourism that relates to Türkiye + Scanning, following and reporting the media coverage received from all communication activities (media trips, press releases, etc.) and uploading the clippings or the coverage links to TGA coverage portal 'Dashboard'. The AGENCY must accept that the ADMINISTRATION can only authorise monthly payments after receiving the monthly reports.	Daily for any crises Monthly	In addition to the news scanning services, the Agency is responsible for sending news summaries accompanied by the reports thereof in the format requested by the ADMINISTRATION in electronic form and/or in print copy. The monthly reports shall include circulation and commercial value of the relevant publications.
2.3	Determining the competitor countries in the market and analyzing and reporting the PR activities of these countries	Monthly	A minimum of 3 countries selected at the execution shall be considered for comparison
2.4	To follow the publications obtained after the hospitality activities defined in Article 1 and to report in PDF, PPTX, EXCEL formats. Specific event reports may be asked by the ADMINISTRATION and these reports must be updated every month		It is the responsibility of the AGENCY to communicate with the addressees in order to obtain media in cases where media cannot be obtained at the hospitality event.

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2.5	Comparing and reporting the sales prices of the leading tour operators for tour packages for competitor countries and Türkiye.	1 in four months	The report shall include details of accommodation-inclusive tour packages that offer different categories/custom packages/tour packages for different types of tourism when a quote is requested.
2.6	Issuing "Annual Reports" for all activities performed during the Term of the Agreement	Annually	
2.7	Monitoring and reporting the results of social media services	Monthly	
2.8	Reporting the events	When applicable	If the ADMINISTRATION organises or participates to a local event with the support of the AGENCY, it is the responsibility of the AGENCY to report the event with the necessary proof document
3.	***Activities on Social Media and Web Site***	***Frequency***	***Remarks***
3.1	Managing the Administration's social media account	Continiously	In Communication with the TGA Corporate Communication and the agency that manages GoTürkiye accounts, to share a minimum of 3 posts a week, to reply to questions and comments, and to refer to relevant departments about those, creating posts for the religious/national holidays and special days of the countries where ADMINISTRATION is located under the main strategy.
3.2	Following and reporting the posts shared for hospitality events organized by the ADMINISTRATION	Monthly	In communication with the TGA Corporate Communication and the agency that manages GoTürkiye accounts, to distribute the media kit that includes the proper hashtags and accounts, to share the account information of the guests with the TGA Corporate Communication and to issue a final report by receiving reports on the posts shared, from the guests
3.3	Ensuring that website of the ADMINISTRATION functions properly	Monthly	Editing, link and form controls, creating new content and so on.
3.4	Providing the ADMINISTRATION with country-based social media trend reports	Quarterly	
4.	***Support for the Administration***	***Frequency***	***Remarks***

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4.1	Organizing meetings with the media and travel industry at the request of the ADMINISTRATION		The AGENCY is responsible for the scheduling, coordination and organization of these meetings.
4.2	Organizing meetings with the media and travel industry at the request of the ADMINISTRATION		It is the responsibility of the AGENCY that interview questions are prepared and answered the in line with the interests of the ADMINISTRATION, and to provide translation support etc.
4.3	Organizing activities to be performed in the fairs to be attended during the year.		The AGENCY can be expected to create a fair event and work plan.
4.4	Ensure that the information and documents prepared by the ADMINISTRATION are delivered to the relevant addressees.		
4.5	Attending frequent updating meetings with the ADMINISTRATION, delivering strategies with local activations/approach	Frequency to be decided separately	

LIST OF ADDITIONAL ACTIVITIES:

No	Additional Activities
a)	Representing the ADMINISTRATION at the events of travel writers/media/sector organizations/cultural organizations etc. and cooperating with those.
b)	Taking necessary measures to reduce the negative impact of any events that may have a negative impact on the image of Türkiye and providing counselling services for crisis management.
c)	Providing translation services when necessary and in line with the request of the ADMINISTRATION, and make recommendations on the suitability of the promotional materials to the local market and language.
d)	Making recommendations on the conformity of the studies to the culture and norms of the local market during the performance of all promotional activities carried out by the ADMINISTRATION,
e)	Identifying the important national/international organizations in the market and creating opportunities for the participation of the ADMINISTRATION.
f)	Proposing independent PR projects.
g)	Compiling information on the local travel industry at the request of the ADMINISTRATION.
h)	Being attentive to contribute to the promotion of Türkiye in the best way, in media and sector activities/events, upon request.
i)	Correspondence upon the request of the ADMINISTRATION.

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4. SCOPE OF THE AGREEMENT

Media Relations: • Media stakeholder mapping based on the objectives in the market • Press release development; preparing press bulletins and leaflets for targeted press and delivering them to their addresses • Ongoing message-specific campaign to targeted media outlets • Updating any relevant listings in trade, community, and other member-based organizations in which Türkiye is active or represented • Distribution of press releases to target category publications tourism/food/lifestyle/trade/business/organizations, community groups/advocates, and general news outlets • Sharing monthly content suggestions based on local needs, travel trends etc • Vetting of media inquiries, as well as facilitation and coordination of valuable media opportunities, interviews, and FAM tours, organising written or face-to-face interviews when needed • Media kits • Media monitoring & weekly/monthly reporting	**Social Media** • Social media communications, influencer outreach • Current social media channels content management • Providing insights and trends that will guide social communications strategy • Identifying new and viable platforms to utilize and integrate into the social media plan including YouTube, Twitter, Pinterest, Instagram, etc. • Relevant online news sources and blogs outreach • Refreshed and additional content development and postings of relevant material and coverage from and of events, the media, and the AGENT
Community Relations & Public Events • Outreach and relationship building with, targeted community groups, travel industry stakeholders, • Organizing events for influencers, vloggers, bloggers, and key opinion leaders • Organizing activities to be performed in the fairs to be attended during the year. • Following the most important cultural and tourism channels of the industry (printed, visual, audio, and digital platforms), fairs, conferences, events, etc., and contact the addresses to lead them to affairs related to Türkiye	**Crisis Management** • Creating and developing a crisis management plan and updating it at least annually. • Having a designated crisis management team that is properly trained • Conducting exercises at least annually to test the crisis management plan and team • Pre-drafting selected crisis management messages including content for dark web sites, social media, and templates for crisis statements. • Having the legal department review and pre-approving these messages.

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ESENTEPE MAHALLESİ BÜYÜKDERE CADDESİ
ASTORIA NO:127 B D:71 ŞİŞLİ/İSTANBUL
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