

U.S. Department of Justice
 Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the 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 .22 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 Development Counsellors International	2. Registration Number 4777
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3. Primary Address of Registrant
 215 Park Avenue South, 14th Floor, New York, NY 10003

4. Name of Foreign Principal Bayern Tourismus Marketing GmbH	5. Address of Foreign Principal Arabellastraße 17, 81925 Munich, Bavaria GERMANY 81925
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6. Country/Region Represented
 GERMANY

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Bavarian State Ministry of Food, Agriculture, Forestry and Tourism

b) Name and title of official(s) with whom registrant engages
 Wolfgang Wagner

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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
04/28/2025	karyl Leigh Ropke	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/karyl Leigh Ropke
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" value="Sign"/> _____

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

3/22/24

Karyl Leigh Barnes



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 Development Counsellors International	2. Registration Number 4777
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3. Name of Foreign Principal Bayern Tourismus Marketing GmbH

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? 06/26/2024

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

Increase linkages between the travel trade and the suppliers in Bavaria who can package experiences for sale
Educate the travel trade on how to sell Bavaria travel experiences to consumers

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

Understand the perceptions of Bavaria
Build a superior sales environment by raising consumers' perceptions of Bavaria's tourism offerings
Advance Bavaria Tourism's position as the lead agency marketing the region through the Bavarian Connection network
Increase visitor arrivals and spending

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 registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes No

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 register³ 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

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
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13. During the period beginning 60 days prior to the obligation to register⁴ 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

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
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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.

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
04/28/2025	Karyl Leigh Ropke	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Karyl Leigh Ropke
_____	_____	<input data-bbox="889 541 959 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 667" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 714 959 751" type="text" value="Sign"/> _____

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

3/22/24

Karyl Leigh Barnes



STATEMENT OF WORK

This STATEMENT OF WORK (“SOW”) is entered into by and between DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD (the “Agency”) and the undersigned client (the “Client”). This SOW is being executed in connection with, and is governed by the terms of, the preceding MASTER SERVICES AGREEMENT (the “Agreement”) entered into by the parties, which is incorporated herein by reference. Terms not defined herein shall have the meaning set forth in the Agreement.

Statement of Goals and Objectives for this SOW:

Goal

- Increase linkages between the travel trade and the suppliers in Bavaria who can package experiences for sale
- Educate the travel trade on how to sell Bavaria travel experiences to consumers

Objectives

- Understand the perceptions of Bavaria
- Build a superior sales environment by raising consumers’ perceptions of Bavaria’s tourism offerings
- Advance Bavaria Tourism’s position as the lead agency marketing the region through the Bavarian Connection network
- Increase visitor arrivals and spending

1. **Services.** Agency shall provide the following services (the “Services”):

STRATEGY	
“Most Wanted” Target List	Create a target list of airlines, tour operators, travel agencies and consortia that offer the greatest potential sales growth to Bavaria.
Trade Marketing Strategy	Document a tactical plan and timeline.

MARKETING	
Travel Advisor Education	Conduct six webinars, followed by distributing 6 newsletters.
Trade Shows	Conduct four trade shows.
Joint Marketing Partnerships	Identify, negotiate and implement joint marketing partnerships.
FAM Trips	Organize and implement FAM trips.
Reporting	Various reports and briefing calls.

2. Timeline

The following timeline is subject to change in the event of delayed approvals, unavailability of third-party vendors, media outlets or channels, or an agreed revision to the defined Services in this SOW or this Timeline.

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Tactical Plan	✓											
Travel Advisor Education (alternative webinar & newsletter)		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Trade Shows and Tour Operator Events					✓	✓				✓		✓
FAM Trips					✓					✓		✓
Joint Marketing Partnerships			✓	✓	✓			✓	✓	✓	✓	✓
Reporting		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓

3. Fees. As compensation for the Services, Client shall pay Company as follows:

Agency Fees for Program Design, Execution & Administration (€23,402.50/quarter)	€93,610
Technology & Communications Fee (€468.05/quarter)	€1,872.20
<hr/>	
Total Client Budget	€95,482.20

The Agency Fee is a minimum fee, and will be invoiced to, and payable by, the Client each quarter during the Term, in accordance with the Invoice Schedule below.

Based on our blended rate of \$195 (€182.52) an hour, DCI will allocate hours each month for our work for the Client. If your program exceeds the monthly allotment of hours on a continuing basis, then adjustments will need to be made to stay within the scope of work. If either time needed or client requests for deliverables increases significantly beyond the scope of work outlined above, then DCI’s blended rate of \$195 (€182.52) an hour will be used to calculate the additional hours needed to complete the work. DCI will request approval prior to increasing hours toward the program of work.

A technology and communications fee will cover ongoing communication expenses, such as telephone, internet access while traveling, regular postage, photocopies, a maintained database of travel trade contacts, email software distribution fees (maximum one time monthly, fewer than 500 on distribution list), and a survey software subscription (if required).

Out-of-pocket travel expenses will be billed separately with appropriate documentation. Valerie Wilson Travel (VWT) will book all transportation, and a VWT booking fee of \$55 (domestic U.S.) or \$75 (international) will appear on invoices involving travel purchases. Client payment is requested within 15 days of billing.

4. Pre-Authorized Expenses. Client shall pre-pay Agency for all media, travel, production and other third party expenses (“Expenses”) prior to Agency advancement of fees for same, or, upon the mutual agreement of the parties, invoiced to and paid by Client directly. In the event Agency agrees to advance any Expenses prior to Client advance payment for same, all invoices for such Expenses are due immediately upon receipt.

5. **Invoicing Schedule for Services Fees.** Company shall issue invoices to Client as follows (“**Invoice Schedule**”):

Invoice Date	Due Date	Fee Description
7/1/24	7/15/24	Quarterly 1 Professional Fee Installment
10/1/24	10/15/24	Quarterly 2 Professional Fee Installment
1/1/25	1/15/25	Quarterly 3 Professional Fee Installment
4/1/25	4/15/25	Quarterly 4 Professional Fee Installment

PROFESSIONAL FEE TOTAL

6. **Media Purchases & Large Expenditures.** Media purchases and large expenditures shall be separately budgeted and jointly agreed upon by the parties. Agency charges, and Client will pay, a fee of Ten Percent (10%) of all media purchased or large expenditures on behalf of Client, which may be invoiced either separately to Client or along with the invoices for third party media expenses. The Agency shall function as an authorized agent for media, production purchases, ad spends and associated fees for media placement and shall be held liable for such third-party expenses only to the extent proceeds have cleared from Client to Agency; otherwise, Client shall be solely liable to the media or other relevant third party.

Out-of-pocket travel expenses will be billed separately with appropriate documentation. Valerie Wilson Travel (VWT) will book all transportation and a VWT booking fee of \$55 (domestic U.S.) or \$75 (international) will appear on invoices involving travel purchases.

7. **Term.** The term of this SOW shall commence on execution, and conclude on June 30, 2025, unless extended for a period of 12 months, through June 30, 2026, by the parties in writing (“**SOW Term**”).

8. **Billing Terms.** All invoices from Agency to Client for Services are due pursuant to the schedule set forth in Item 5 of this SOW. Late payments are subject to late fees, collection costs recovery, and possible interruption of services pursuant to the terms and conditions of the parties’ Master Services Agreement.

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD

CLIENT:

By: Karyl Leigh Barnes
President

By: Wolfgang Wagner
Title: Authorized Signatory & Head of Strategic Development

Signature:

Karyl Leigh Barnes

Signature: _____

ppm. [Signature]

Date: 6/21/24

Date: _____

06/26/24