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OMB No. 1124-0004; Expires April 30, 2017

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 http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://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: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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 No.
MWW Group LLC	6381

3. Name of Foreign Principal

Israel Ministry of 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, the fees and expenses, if any, to be received.

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

The foreign principle has engaged the registrant to provide public relations services.

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

MWW will handle public relations in order to encourage tourism to foreign principle.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
May 24, 2017	Arielle Staller, General Counsel	/s/ Arielle Staller eSigned

Footnote: "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.

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Tender No. 9/2016 - APPENDIX G

Agreement

This Agreement is made and entered into as of the 1 day of Septemebr, 2016

By and between: **The Israel Ministry of Tourism** on behalf of the State of Israel, represented by the Director General and the Accountant of the Ministry (Hereinafter called "**IMOT**" or "**the Ministry**")

of the one part,

and: MWW GROUP LLC.
(Hereinafter called "**the Supplier**")

of the other part.

WITNESSETH THAT WHEREAS:

a. The Ministry has published Tender No. 9/2016 (hereinafter called the "**Tender**"), for the selection of a Public Relations Company for the Israel Ministry of Tourism in North America, as detailed in the attached Tender documents, marked as **Appendix A** of the Agreement.

b. Following the selection process conducted pursuant to the Tender, the Supplier has been selected as the party to be engaged in order to provide the services described in the Tender (hereinafter called "**the Services**"). The Supplier's proposal is attached and marked as **Appendix B** of the agreement.

c. The Supplier declares that it has the knowledge, necessary standards, diligence, experience, skills, expertise, equipment and professional personnel required for the execution of this Agreement.

d. The Ministry is willing to engage the Supplier and the Supplier agrees to be engaged and carry out the obligations contained in this Agreement subject to the terms and conditions of this Agreement.

THEREFORE, in consideration of the premises and of the mutual promises, obligations and covenants herein contained, the parties hereby agree as follows:

1. **The Agreement**

   1.1 The introduction and Appendices to this Agreement constitute an integral and inseparable part thereof.

   1.2 Any conflict or contradiction between the documents of this Agreement will be resolved as follows:

      1.2.1 Conditions set in the Agreement shall prevail upon any contradicting condition in the Tender documents, unless stated

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specifically otherwise.

1.2.2 Conditions set in the Agreement or in the Tender documents shall prevail upon any contradicting statement in the Supplier's proposal.

2. **The Services**

2.1 The Ministry hereby places with the Supplier and the Supplier undertakes to provide the Ministry with Public Relation Services, as detailed in section 3 and other sections of the Tender, his proposal to the Tender (including the presentation and all documents supplied) and this Agreement.

2.2 The Supplier will prepare and execute the Services according to the Ministry's directives throughout the Contract Period.

2.3 The head of the Supplier's team handling the Ministry's account (hereinafter - the **"Account Manager"**) and the Supplier's staff members that will perform the Services throughout the period of this Agreement shall be the ones named by the Supplier in its proposal to the Tender.

2.4 The Ministry reserves the right, whenever and under whichever circumstances it sees fit, to perform PR activities by itself, or to purchase PR Services directly from another agent, at its sole and exclusive discretion.

2.5 The Supplier hereby represents and warrants to the Ministry that it has complied, and will comply, with all of the applicable laws to which it is **subject and it has not taken, and will not take or fail to take any action, which act or omission would subject itself or the Ministry to liability under any applicable laws, to which it and/or the Ministry is subject, in its performance of this Agreement.**
The Supplier represents and warrants that its performance of this **Agreement does not and will not violate any applicable laws, its organizational document, or any agreement to which it is a party; and it has obtained all licenses and permits necessary to render the Services, and all such licenses and permits remain fully effective and have been or are** complied with.

3. **Contract Period**

3.1 This Agreement is made for one year, from Sep. 1st 2016 until August 31 2017.

3.2 The Ministry has the right to extend this Agreement for two additional periods, each period of two years, under the same conditions (hereinafter, accumulatively -- **"the Contract Period"**).

3.3 The Supplier commits to provide the Services to the Ministry, according to the terms and conditions set forth in the Agreement throughout the Contract Period.

3.4 Notwithstanding the above, termination of this Agreement is possible, in accordance with the provisions of Article 10 hereof.

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4. **Briefing, Proposals, Authorization, and Summary Reports**

4.1 From time to time, the Ministry will brief and inform the Supplier, in writing, of its objectives and requirements. The Ministry shall provide any and all information it considers useful or necessary in connection with the intended activities.

4.2 On the basis of this information, and subject to the Ministry's objectives and requirements, the Supplier shall make an activity proposal and submit it to the Ministry for authorization.

4.3 Should the Ministry reject a proposal, in part or in whole, the Supplier shall adjust the proposal according to the guidelines by the Ministry and shall submit the adjusted proposal to the Ministry for its approval.

4.4 **The Supplier shall not proceed with the execution of any activity unless it has obtained, in advance, a written authorization to proceed from the Ministry, including a specific detailed purchase order, duly signed by an authorized representative of the Ministry.**

4.5 During execution, the Supplier will inform the Ministry of any changes in the activity plan, and will submit a revised plan to the Ministry without delay. The Supplier shall not proceed with the changed plan, unless an explicit approval is given by Ministry.

4.6 The Supplier will submit execution and campaign summary reports to the Ministry, at times requested by the Ministry. The reports should include information about the activities performed during the provision of the Services, including media reach and evaluation and analysis of each activity and campaign's success.

4.7 The Supplier will attach to its reports, at its own cost, clippings of any media coverage secured during the period covered by the report (printed media, TV, radio, internet, etc).

4.8 During the planning and execution of the Services, the Agency shall, at all times:

4.8.1 Carry out the Services as defined in this Agreement, and work diligently to promote tourism in Israel

4.8.2 Act loyally and faithfully towards the Ministry in all matters concerning this Agreement.

4.8.3 Attend meetings where and when required, and travel throughout North America, as necessary.

4.8.4 Respond to press enquiries on a timely basis in consultation with the Ministry.

4.8.5 Refrain from pledging or making any kind of commitment on behalf the Ministry, in any way whatsoever.

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5. **Fees, Expenses and Remuneration**

5.1 The Retainer Fee

5.1.1 In return for providing the Services, the Ministry will pay the Supplier a monthly retainer fee of **USD 40,000 (Forty thousand USD)**, excluding VAT.

5.1.2 VAT, if applicable, shall be added to the bill upon its submission.

5.1.3 The retainer fee shall cover all the Services rendered under this Agreement, and day-to-day expenses, including, but not limited to, all overhead costs, out of pocket expenses, telecommunication, faxes, copies, shipments, etc.

5.1.4 Special project or activity, if needed for providing the Services, or extraordinary expenses, including, but not limited to, travel expenses (e.g.; flights, accommodations, and per-diem expenses) should be included in a Supplier's estimate given to the Ministry prior to execution, and should be approved by the Ministry in advance and in writing. **No expense will be approved or paid retroactively**.

5.2 Payment

5.2.1 **Payment shall be disbursed** by the Ministry within 30 days of the **date of receipt of an appropriate** invoice by the Ministry, including **all appropriate supporting** documentation, and only after the Ministry has approved the invoice.

5.2.2 Payment shall be made via bank wire transfer to the Supplier's USD **account**. The account details must be provided by the Supplier to the Ministry.

5.2.3 **No payment, of any sort, shall be made in advance.** All payments **shall be made only after submission of all necessary** documentation, **including proof of execution, to the satisfaction of the** Ministry.

5.2.4 The Ministry or an accountant of its choosing will have the right to conduct periodical inspections of all documentation and information regarding the Ministry's account and Services at the Supplier's offices, including all billing and remuneration issues.

6. **Materials**

6.1 The Supplier shall store, insure and take utmost care of all materials provided to it or prepared in connection with this Agreement.

6.2 The Supplier shall hand over the above mentioned materials to the Ministry at the latter's request.

7. **Intellectual Property**

7.1 Intellectual property rights (which shall include any copyright, design rights, registered design rights, patent, performance property rights, trade

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mark, data base rights or any similar right exercisable in any part of the world, including any applications for registration therefore) in all items in which intellectual property rights are capable of subsisting, which are prepared by or for the Supplier both in connection with its participation in the Tender (including the Supplier's proposal and any items and information contained therein) as well as in connection with or as part of the Services provided according to this Agreement. and in any designs contained in and works (including, without limitation, texts, photographs, any finished press releases and other press and publicity material created by the Supplier or on its behalf for the Ministry, videos, still pictures, graphics, computerized programs, models and simulations) executed from these items (hereinafter called "**Intellectual Property**") shall, unless otherwise agreed (and except for personal non-property rights and other rights, which by operation of law are incapable of assignment), automatically become, **vest in and remain at all times the sole property of the Ministry**, and the Supplier shall **not** have any legal rights therein or thereto nor shall it have the right to use it or any part thereof for any purpose other than for and as part of Services given to the Ministry.

7.2 To that end, the Supplier shall, on the Ministry's written request, sign an unconditional assignment with full title guarantee of all Intellectual Property rights in the materials prepared by or for the Supplier for the Ministry, which are assignable.

7.3 It is hereby clarified that the foregoing provision of this Article does not apply to Intellectual Property in which the Supplier has rights, which pre-date this Agreement (except for rights to the Supplier's proposal made for the Tender and any Intellectual Property contained therein), but which may nonetheless be used in providing the Services on a non-exclusive basis.

7.4 Where any intellectual property rights subsisting in any items as aforesaid are owned by third parties, then the Supplier shall (in each case with the **prior written** approval of the Ministry) employ its best efforts to procure the transfer and assignment of such intellectual property rights from such third party to or for the benefit of the Ministry, or (where applicable) to obtain such third party's license to the use of the said rights by the Ministry.

7.5 All documentation (including computerized data) containing Intellectual Property belonging to the Ministry hereunder, shall be guarded safely and confidentially. The Supplier shall, at the end of each task, sub-task or other segment of the Services hereunder (or more frequently if so requested by the Ministry), deliver the same to the Ministry or to whomever the Ministry may direct.

7.6 In performing Services hereunder, the Supplier shall not infringe or otherwise violate the Intellectual Property rights of any third parties. The **Supplier shall indemnify the Ministry and hold it harmless against any claims of whatsoever nature, including without prejudice to the foregoing, all demands, actions, damages, losses and liabilities (including reasonable legal costs) arising out of any claim for such infringement or violation.**

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7.7 The Ministry shall not provide the Supplier with any material in violation of the Intellectual Property rights of any third party and the Supplier shall have no liability for the use thereof.

7.8 Nothing herein shall prevent the Supplier from retaining copies of its work products and supporting documentation, subject to the confidentiality undertakings hereinafter.

8. **Confidentiality**

8.1 All data, information (verbal, written, graphic or computerized), documentation, graphics, videos, and reports delivered or brought to the knowledge of the Supplier in connection with the Services pursuant to this Agreement, and all documentation, information, reports, data, graphics, videos and other items (including, without limitation, computerized programs, models and simulation) developed by the Supplier in the course of performing the Services hereunder (herein collectively – "**Data and Information**") shall be treated at all times as secret and confidential. The Supplier shall not, without the prior written approval of the Ministry, during the term of this Agreement and thereafter, disclose the said Data and Information or any part thereof to any person or entity, or utilize or make any use thereof, other than within and as part of the Services pursuant to this Agreement.

8.2 The Supplier shall be responsible for the upholding of the above mentioned confidentiality by its directors, officers, staff members and employees, or agents/subcontractors (if any, pursuant to Article 12 hereof).

8.3 This provision shall survive the termination of this Agreement and shall remain in full force and effect for a period of 3 (three) years following the completion of the Services according to this Agreement.

9. **Conflict of Interests**

9.1 During the term of this Agreement, and as long as it continues to provide Services to the Ministry, and for a period of 6 (six) months following the termination of this Agreement, the Supplier shall not, without the prior written consent of the Ministry (this consent may be given or withheld at the sole and absolute discretion of the Ministry), be directly or indirectly engaged in rendering any services to any party which would create or be in conflict of interests with respect to this Agreement.

9.2 The Supplier shall abide by all terms and conditions regarding conflict of interest stipulated in the Tender, in its signed "Statement regarding Conflict of Interests" (Appendix F of the Tender) and this Agreement.

10. **Termination**

10.1 The Supplier may not terminate its engagement hereunder except in the event of a material breach by the Ministry of its obligations under this Agreement, which is irremediable or, where remediable, which the Ministry shall have failed to remedy (or to commence to remedy) within a

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reasonable time (but not less than 30 days) after receiving notice in writing from the Supplier specifying the breach and requiring its remedy, or in the event that payment has not been made within 6 months of its having been due under the Agreement. Where justified as aforesaid, the Supplier shall be entitled forthwith by written notice to the Ministry to terminate its engagement.

10.2 Termination by the Ministry:

10.2.1 The Ministry may, at any time, by notice in writing, terminate the Supplier's engagement, without cause and without assigning any reason therefore, upon 30 days written notification to the Supplier.

10.2.2 One of the main reasons for which the Ministry may terminate this Agreement is in case the Supplier changes its staff or its experts who provide the Services to the Ministry, without receiving the Ministry's approval of this change.

10.2.3 This Agreement shall terminate if the Supplier goes into liquidation either compulsorily or voluntarily (save for the purpose of reorganization) or if insolvency proceedings are initiated against the Supplier or if a receiver is appointed in respect of the whole or any part of the Supplier's assets or if the Supplier makes an assignment for the benefit of or composition with its creditors in general or threatens to do any of these things or any judgment is made against the Supplier or any similar occurrence under any jurisdiction affects the Supplier, unless otherwise is notified by the Ministry to the Supplier.

10.2.4 This Agreement shall terminate if the Supplier engages in any conduct prejudicial to the Ministry or to tourism to Israel in general, unless otherwise is notified by the Ministry to the Supplier.

10.3 Upon termination of this Agreement:

10.3.1 The Supplier shall immediately take steps to cease the provision of the Services in an orderly manner with all reasonable speed and economy, and it shall forthwith submit to the Ministry all the information, computerized data, creative materials, media planning charts and documentation in its possession, custody or control in connection with the Services that were to be rendered.

10.3.2 The Ministry shall pay the Supplier such portion of the fees as is commensurate with the Services performed properly by the Supplier up to the date of termination, having regard to all circumstances surrounding the termination or suspension.

10.3.3 Neither party shall be liable to the other for or in respect of any losses, damages, expenses or other claims arising out of or in connection with such termination or suspension, as well as for any consequential loss or damage, including, without limitation, loss of profit or loss of contracts.

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10.3.4 Subject to Article 10.3.3 above, any termination of this Agreement shall not prejudice or affect the accrued rights and claims that either party may have according to this Agreement, and they shall survive and continue to have effect notwithstanding the termination.

11. **Independent Contractor Relationship**

11.1 This Agreement does not constitute the establishment of an employer-employee relationship between the Ministry and the Supplier or anyone employed by the Supplier, but establishes the relationship of a supplier as an independent contractor and purchaser of specified services. Any payments to the Supplier are fees and reimbursements for services provided as specified in this Agreement; and any right accorded to the Ministry by the provisions of this Agreement to supervise, approve or not to approve the Supplier's services shall not be regarded as creating an employer-employee relationship, but shall be regarded as a necessary means to ensure compliance with this Agreement. The Supplier shall not act, nor represent itself, as the agent of the Ministry.

11.2 The Supplier acknowledges that it acts as an independent contractor on its own account and responsibility. Nothing stated in this Agreement or otherwise shall be construed as creating a partnership, agency, joint venture or any other form of legal relations between the parties, except those of independent contractors.

11.3 The Supplier is not and shall not be authorized to bind or commit the Ministry in any way or manner whatsoever, unless empowered specifically to do so in advance and in writing.

12. **Assignment**

The Supplier shall not, without the prior written consent of the Ministry, assign its rights and obligations under this Agreement, or any part thereof, to another or others, nor shall it sub-let the performance of the Services hereunder to any sub-contractor or sub-company, without such prior written consent.

13. **Representatives of the Parties**

13.1 The Ministry's representative for all matters related to this Agreement is **Mr. Uri Steinberg, Tourism Commisioner for North America**.

The Ministry reserves the right, at its sole discretion and at any point in time during the Contract Period, to appoint additional representatives or to replace any of its representatives. The Ministry shall inform the Supplier in writing of any such action.

13.2 The Supplier's representative for all matters related to this Agreement shall be the Account Manager: **Bret Werner, Chief Client Officer**

The Supplier may replace its representative only with prior written consent of the Ministry. Reasonable consent will not be withheld.

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13.3 The Supplier commits to follow the instructions of the Ministry's representative, as given from time to time.

13.4 Duly appointed representatives of the Ministry may visit the Supplier's offices and related work locations, in order to supervise the ongoing execution of the Services according to this Agreement.

14. **Addresses and Notices**

14.1 The addresses of the parties hereto for the purpose of this Agreement (subject to any notice of a change of address, which one party may give to the other in writing) are as follows:

14.1.1 Address of the Ministry:
Mr. Uri Steinberg
Israel Ministry Of Tourisn, North America
800 2nd Ave., Fl 16,
New York, NY, 10017
E-mail: Uris@GoIsrael.Gov.Il

14.1.2 Address of the Supplier:
MWW GROUP LLC.
304 Park Avenue South
New York, NY 10010

14.2 All notices under this Agreement shall be in writing, properly addressed as specified above and duly signed, and they shall be deemed to have been delivered as follows:

14.2.1 If delivered by hand or transmitted by e-Mail - on the first working day following the day on which the notice was so delivered or transmitted;

14.2.2 If sent by mail (other than e-Mail) - five (5) days after it was posted by registered mail properly addressed, postage prepaid.

15. **Miscellaneous Provisions**

15.1 This Agreement (including the Appendices thereto and other attachments) includes the entire agreement between the parties hereto with respect to the transactions contemplated thereby.

15.2 This Agreement may not be amended except by an instrument in writing, duly signed by all the parties hereto.

15.3 The language governing the relations of the parties to this Agreement will be English. Should this Agreement have versions in other languages, the English version shall prevail over all other language versions.

15.4 This Agreement shall be construed under and governed in all respects by the laws of the State of New York without regard to the application of principles of conflicts of laws. The parties hereby agree to submit to the exclusive personal jurisdiction of the federal and state courts located in New York County, New York, and courts with appellate jurisdiction

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therefrom, and further agree that venue in New York County is proper and convenient.

16. **Budget Clause**

The budget clause for the execution of this Agreement is: 37-03-16-05.

In witness thereof, the parties sign this Agreement on the aforesaid dates and places

Israel Ministry of Tourism	**The Supplier**
_____	_____
Director General	WILLIAM J. STARACE, CFO MWW GROUP LLC
_____	_____
Ministry's Accountant	
_____	_____
NA Commissioner	

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