

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, 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 and Address of Registrant MMGY Global LLC 4601 Madison Avenue Kansas City, MO 64112	2. Registration No. 6492
3. Name of Foreign Principal Deutsche Zentrale fur Tourismus e.V	4. Principal Address of Foreign Principal Beethovenstrabe 69 60325 Frankfurt, Germany

5. Indicate whether your 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 _____

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

a) Branch or agency represented by the registrant

Tourism Branch

b) Name and title of official with whom registrant deals

Ricarda Lindner, Regional Manager The Americas

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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.

8. 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 <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. 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, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A 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 A	Name and Title	Signature
January 10, 2019	Misti Borchers, VP, Director of Accounting Operations	/s/ Misti Borchers

eSigned

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .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, 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 MMGY Global, LLC	2. Registration No. 6492
3. Name of Foreign Principal Deutsche Zentrale fur Tourismus e.V	

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.
Provide website, digital and social services to market Germany as a tourism destination. Services include developing comprehensive media plan, redesign of website and social management.

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

See #7.

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.

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
January 10, 2019	Misti Borchers, VP, Director of Accounting Ops	/s/ Misti Borchers 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.

Between
Deutsche Zentrale für Tourismus e.V., hereinafter referred to as DZT,
represented by xxx,
and
MMGY Global LLC, hereinafter referred to as the Agency,
the following Agreement is negotiated:

1. Preamble

DZT – in its capacity as the marketing organisation for Germany as a tourism destination – upholds the objective of enhancing Germany's image as a tourism destination and of increasing the density of travel to and from Germany. For this purpose, DZT maintains centres in the main foreign market-places worldwide, with 30 branches in six regional divisions. As its basic function, DZT analyses & observes the marketplace, combines themed holiday products on a trans-regional basis and markets them by means of comprehensive marketing activities.

DZT appoints the Agency MMGY Global LLC.

The Agency accepts the appointment and assures that it will provide the closest collaboration with DZT.

2. Collaboration

- 2.1 The parties shall practise trust-based collaboration and shall promptly notify each other in the event of any deviations from the agreed procedure or in the event of any doubts as to the correctness of the other party's procedure.
- 2.2 Should the Agency find that any information and instructions given are incorrect, are incomplete, are equivocal or are impracticable, then it should promptly notify DZT together with an indication of the possible consequences.
- 2.3 The parties to contract shall provide each other with the names of contact persons (and their deputies) who provide responsible and expert leadership in the exercise of the contractual relationship on behalf of the party to contract by which they have been appointed.
- 2.4 The parties must promptly notify each other in the event of any change in respect of the persons appointed as described above. Until any such notification is received, the contact persons (and/or their deputies) appointed as described above shall be deemed entitled to issue and to receive statements in the context of the contractual relationship.
- 2.5 The contact persons shall consult at regular intervals concerning progress (and any impediments) in the execution of the contract, so as to be able to direct the appropriate intervention with the execution of the contract. Unless arranged otherwise, working meetings shall be held in New York. Meetings shall be held by joint arrangement at appropriate intervals of time.

3. Agency's services

- 3.1 The Agency is responsible for the scope of work outlined in APPENDIX 1
- 3.2 The specific extent of services shall be arranged with the Agency and enshrined – in the form of the order placed – as part and parcel of contract.
- 3.3 All works and other materials shall be provided in a current digital format which can be utilised immediately.

3.4 Working meetings shall be placed on record by the Agency in the form of minutes of meetings, whereby such minutes shall be sent to DZT within a reasonable time, for examination and approval. The approval of the correspondingly recorded minutes shall likewise be issued by DZT within a reasonable time.

3.5 In the event of loss of data, all necessary data shall be re-sent free of charge.

4. Tasks and obligations

4.1 DZT shall provide the Agency with support in its fulfilment of the services required under contract.

4.2 In particular, DZT shall provide the Agency with such information as is needed for the implementation of the tasks taken on.

4.3 DZT shall examine and approve the services provided within a reasonable timeframe.

4.4 Both partners are under obligation – in the course of processing the project – to consult their e-mails several times each working day and to respond within a reasonable time to enquiries, etc.

5. Data protection

DZT's data as handed over to the Agency for purposes of fulfilling the contract must be treated with all due professional care & attention. When data is handed over, this is accompanied by rights over the data only to the extent required for purposes of fulfilling the contract. Furthermore, this applies in particular to the forwarding of data which is needed for purposes of issuing orders to external providers and for other aspects of execution of the project.

6. Involvement of third parties

To the extent that any third parties are to work on the Agency's behalf in the fulfilment of substantial portions of the contract, this shall be subject to express approval from DZT.

7. Deadlines

7.1 Wherever possible, the parties to contract shall establish deadlines in writing. Deadlines which would place the defaulting party to contract directly responsible for a case of delay as defined by §286, paragraph 2, clauses 1 & 2 of German Civil Code (binding deadlines) must in all cases be established in writing and designated as being binding.

7.2 The Agency will not be held responsible for delays in services arising due to force majeure (e.g. extreme weather conditions, general failures in telecommunications etc.) and circumstances within the sphere of responsibility of DZT (e.g. failure to provide collaboration services promptly; delays caused by responsible third parties). The partners shall promptly notify each other of any delays in services arising due to instances of force majeure.

8. Changes to services

- 8.1 Should DZT wish to modify the contractually-defined extent of services to be provided by the Agency, then it should indicate this in the form of a written change request.
- 8.2 After examining the change request, the Agency shall indicate the repercussions of the change request as it affects agreements already made. This indication on the Agency's part should include either a detailed proposal for the implementation of the change request or an explanation of why the change request is not practicable.
- 8.3 The parties to contract shall promptly consult on the matter of the content of a proposal for the implementation of any change request, and shall attach the outcome of successful consultation to the text of the provision to which the change is applicable.
- 8.3 If consensus cannot be arrived at, then the original extent of services shall remain in place.
- 8.4 Any deadlines that are affected by the change process shall, by joint consultation, be redefined taking account of the time taken by the investigation, the time taken in consultation on the change request and furthermore – where applicable – the time taken up by the change requests to be implemented.

9. Remuneration and payment

- 9.1 The Agency's remuneration for its work is indicated in the placed order. All payments are made within 14 days of the presentation of a provable invoice, after service has been provided. Should it be necessary - for objective, project-related reasons - to apply changes to services, then the Agency shall be entitled to reimbursement of no more than the work actually done by that time. Expected payment schedule can be reviewed in Appendix 2.
- 9.2 All expenditures such as travel and overnight accommodation costs, subsistence and third parties' payment claims arising in the course of execution of the contract are deemed covered by the designated remuneration.
- 9.3 All contractually agreed payments are applicable subject to addition of VAT at the statutory rate.

10. Rights

- 10.1 For the agency services of DZT, the Agency hereby transfers irrevocably and on an indefinite chronological basis all transferable copyright and other authorisations for worldwide publication, duplication and exploitation, in all forms, of the services performed under this contract together with all conceivable legal situations governing drafts and concepts for exclusive utilisation; with particular, but not exclusive, reference to the mode of utilisation described in the Description of services. This is also applicable to the granting of subsidiary rights of utilisation and/or changes to the works including instances where the copyright-holder's consent is not involved. This transfer obligation excludes the Agency's rights over its own planning procedure, software programmes and media procurement methods by which the Agency's specific corporate expertise is characterised. Given the nature of the objective involved, it is not possible to identify a copyright-holder in connection with the works.
- 10.2 The Agency is responsible for ensuring that all services procured by DZT in the context of this contract are not hampered by copyrights, performance rights or any other third-party rights. Should it not be possible to confirm – in specific cases – the corresponding exoneration from these rights, then DZT should be promptly notified of the situation before the affected projects & activities are conducted.
- 10.3 In respect of materials furnished by DZT and/or its partners, responsibility for examination of rights of utilisation shall rest with DZT. The Agency shall indicate any perceivable deficiencies.

- 10.4 Payment for this transfer of rights/guarantee is deemed covered upon settlement of the respective remuneration.
- 10.5 Only DZT shall be entitled to obtain national or international protection (for trademark purposes) for works or portions of the same as produced under this contract. The Agency shall support DZT in the registration of trademarks and assures that no third-party rights are consequently infringed.

11. Liability

- 11.1 The approval of the Agency's presentations does not exonerate the Agency from its liability in relation to third parties and in relation to DZT.
- 11.2 In the event that any activities should infringe the provisions of fair-competition regulations, copyright regulations and specific regulations on advertising and tele services, the Agency should give a written indication of its reservations.

12. Confidentiality

- 12.1 All documents, disclosures of facts and findings handed over to the other party must be utilised exclusively for the purposes of this contract, and must not be made accessible to any third parties if it is not intended for them to be made accessible to third parties or if they are already known to such third parties. Ancillary assistants appointed for the execution of the contractual arrangements – such as freelance workers, subcontractors etc. – do not count as third parties.
- 12.2 Furthermore, the parties to contract agree to observe confidentiality in respect of the content of this contract and in respect of the knowledge gained in the course of its execution.
- 12.3 The Agency undertakes to observe secrecy concerning all of the commercial and corporate secrets of DZT that may come to the Agency's notice in the course of its collaboration with DZT. This confidentiality obligation shall continue to apply even after the term of this contract. The Agency is responsible for ensuring that its employees and other agents are bound over to a corresponding confidentiality obligation.
- 12.4 If requested by either party to contract, the documents which it released, such as strategy papers, briefing documents etc., must be handed back to it after termination of the contractual relationship.
- 12.5 Press releases, informational brochures etc. in which one party refers to the other party, shall be permissible only by prior consultation, including consultation via e-mail.

13. Prevention of competition

The Agency undertakes to refrain from working for any other European bureau or office of foreign trade without prior approval. Approval may not be declined unreasonably. While MMGY does have other European clients managed from both our US and London based offices, team members that are working on GNTC's project will not work on other competing European clients without prior approval.

14. Miscellaneous

- 14.1 Claims may be assigned only subject to the other party's prior written consent. Consent may not be declined unreasonably.
- 14.2 No right of retention may be exercised except in connection with counterclaims from the respective contractual relationship.
- 14.3 On the website of the Agency, or in other media, it may give the name of DZT as a reference client.
- 14.4 The Agency should indicate, before going ahead with any such steps, any disclosure obligation that may be applicable pursuant to § 24 KSVG (= Social Security regulations for artists).

15. Concluding provisions

- 15.1 All amendments and supplements to provisions of contract must be laid down in writing, for evidentiary purposes. Cancellations must be issued in writing. Messages that are required to be presented in written form may also be communicated by e-mail.
- 15.2 Should individual provisions of these terms & conditions be or become wholly or partly invalid, then this shall not affect the validity of the other provisions. Rather, in such a case, the parties shall replace the invalid provision by such a valid provision as equates as closely as possible to the financial purpose of the provision that proved invalid. The same shall apply in respect of any loopholes in the negotiated provisions.
- 15.3 The Agency's terms & conditions shall not be part & parcel of contract.
- 15.4 The provisions of VOL/B regulations shall apply to any instances which is not covered by a conclusive provision from this Contract.
- 15.5 Either party may terminate this agreement with 90 days written notice.

Frankfurt – where permissible – stand as the place of fulfillment and jurisdiction for both parties.

Frankfurt/Main, Date:

Kansas City, date:

Petra Hedorfer

Clayton Reid, CEO

Reinhard Werner

Ricarda Lindner

Cladue

APPENDIX 1 – Statement(s) of Work

STATEMENT OF WORK

This Statement of Work ("SOW") is entered into and made effective as of November 15, 2018 ("Effective Date") by and between **MMGY Global, LLC**, a Delaware limited liability company with offices at 4601 Madison Avenue, Kansas City MO 64112 (hereinafter referred to as "**Agency**") and **Deutsche Zentrale für Tourismus e.V.**, whose address is Beethovenstraße 69, 60325 Frankfurt (herein referred to as "**Client**").

This SOW is governed by the terms and conditions of the Services Agreement between Agency and Client with an Effective Date of November 15th, 2018 through October 31st, 2019.

I. TERM:

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date and can be terminated by either party with 90 days written notice to designated Agency or Client representative.

II. DESCRIPTION OF SERVICES:

WEBSITE UPGRADE

REDESIGN OF THE GERMAN ORIGINALITY MICROSITE

Includes the following:

- Wire-framing, concept and creative direction for site
- Inclusion of social content into the site from the influencer campaign
- Landing page development for the sweepstakes campaign

DIGITAL CAMPAIGN

HIGHLY-TARGETED DIGITAL MEDIA CONSUMER CAMPAIGN

Includes the following:

- Building a comprehensive media plan, inclusive of online initiatives
- Negotiation and management of media RFPs and insertion orders
- Creative design and production trafficking of creative assets
- Ongoing analysis and optimization
- Third party ad serving for digital placements
- Post-campaign reporting

POP-UP ACTIVATION

INTERACTIVE POP-UP TOUR ACTIVATION

Includes development of an activation to be displayed during the Pop-Up Tour initiated by the Goethe-Institut Washington, D.C.

- 4 Wi-Fi enabled iPads, stands, power strips and signage for the activation
- Creative design and production of signage
- Sweepstakes management including legal terms and conditions and prizes

Note: Pop-Up Tour organizers will be responsible for assembling, managing, monitoring and shipping this activation between cities

INFLUENCER CAMPAIGN

INFLUENCER ANALYSIS & RELATIONSHIP MANAGEMENT

Includes proactive outreach and management of ongoing influencer and blogger partnerships for 3 – 5 influencers

- Identify influencer trends and opportunities
- Manage and vet incoming influencer partnership requests
- Develop influencer requirements and deliverables
- Contract, agreement, and guideline negotiations and execution
- Drive proactive outreach to targeted influencers aligned with GNTD social initiatives and business objectives
- Develop reporting and monitoring of influencer programs
- Provide ongoing influencer relationship management

Note: Any cost associated with influencer travel is not included

APPENDIX 2: Payment Schedule

The total fee for this project is Euro 300,000 based on the following project elements:

Website Upgrade / Redesign – Euro 51,400
Digital Media Campaign – Euro 184,500
Pop-Up Activation – Euro 15,500
Influencer Campaign – Euro 48,600

The client will agree to pay the agency based on the following schedule:

Payment One due upon contract signing Euro 59,250

Payment Two due by December 15th Euro 59,250

Payment Three due by February 1st Euro 136,500

Payment Four due by June 1st Euro 35,000

Payment Six due at the end of the project September 30th Euro 10,000



C REID