

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 in print and 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 MMGY Global, LLC	2. Registration Number 6492
---	--------------------------------

3. Primary Address of Registrant  
7309 W. 80th Street, #400, Overland Park, KS 66204

4. Name of Foreign Principal zürich Tourism	5. Address of Foreign Principal Gessnerallee 3 Zürich SWITZERLAND CH-8001
--	--

6. Country/Region Represented  
SWITZERLAND

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

Government of a foreign country<sup>1</sup>

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  
Tourism zürich

b) Name and title of official(s) with whom registrant engages  
Bianca Schmidt, Lead Media Relations

<sup>1</sup> "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 <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"/> |

---

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
11/14/2024	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

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

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

MMGY Global, LLC

2. Registration Number

6492

3. Name of Foreign Principal

Zürich 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. What is the date of the contract or agreement with the foreign principal? 08/12/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide ongoing strategic counsel and creative ideation for marketing, media and communication efforts to promote tourism to Zürich.

---

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

Refer to above.

---

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as 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
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> 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
09/10/2024-10/31/2024	zürich Tourism	Professional services	\$ 9,980.00
09/10/2024-10/31/2024	zürich Tourism	Professional services	\$ 4,990.00
09/10/2024-10/31/2024	zürich Tourism	Professional services	\$ 4,980.00
			\$ 19,950.00
			Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> 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
08/13/2024-10/31/2024	zürich Tourism	Expense reimbursement	\$ 867.11
			\$ 867.11
			Total

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
11/14/2024	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**MASTER SERVICES AGREEMENT**

This Master Services Agreement ("**Agreement**") is effective as of August 1, 2024 ("**Effective Date**")

between:

**MMGY Global, LLC**, a Delaware limited liability company with offices at 360 Lexington Avenue, 10<sup>th</sup> Floor, New York, NY 10017 ("**Agency**")

and

**Zürich Tourism** with offices at Gessnerallee 3, CH-8001 Zürich ("**Client**").

Because Client desires to employ services available through the Agency, and because Agency is qualified and willing to render the services, the parties agree as follows:

**1. RELATIONSHIP OF THE PARTIES**

- 1.1. This Agreement becomes effective August 1, 2024 and will remain in full force and effect until terminated pursuant to **Paragraph 11** (the "**term**").
- 1.2. Client appoints Agency to act as Client's agent to enter into contracts and commitments in the name of Client during the term of this Agreement, provided that these contracts and commitments are reasonably necessary or desirable for the Agency to provide services under this Agreement. Agency will not act as Client's agent or hold itself out as being authorized to act as Client's agent on any matter which is not directly related to providing services under this Agreement.
- 1.3. Agency will obtain Client's written approval in respect to any contract or commitment which Agency intends to undertake for or on behalf of Client.
- 1.4. Nothing in this Agreement will be construed to create a partnership, joint venture, or employer-employee relationship.

**2. SCOPE OF WORK**

- 2.1. Agency will perform services for Client pursuant to any "Statement of Work" or "SOW."
- 2.2. The SOW will be a separately negotiated, mutually executed form that references this Agreement and includes, as appropriate, the Deliverables, Project Schedule, Payment Schedule, acceptance criteria and other information applicable to the Services.
- 2.3. In the event of any inconsistencies between the terms of a SOW and the terms in this Agreement, this Agreement will govern, except for instances where the SOW specifically references a deviation from the Agreement, in which case the terms set forth in the SOW will prevail for that SOW only.
- 2.4. Each SOW (as may be amended) taken together with the incorporated terms of this Agreement will be a separately enforceable agreement.

**3. AGENCY COMPENSATION**

- 3.1. Client agrees to pay Agency for the services according to the payment schedule provided in the applicable SOW.

**4. MATERIALS, SERVICES AND APPROVALS**

- 4.1. Client will provide Agency with written approval (email acceptable) of all materials in a timely manner prior to their production, broadcast and/or issuance.

4.2. Client may modify, reject, cancel, or stop any and all plans, schedules, or work in progress at any time by delivering written notice to Agency. Client will retain sole liability for all commitments made by Agency prior to Client's action and will reimburse Agency for all of Agency's charges and expenses for work started with Client approval.

5. **OWNERSHIP OF MATERIALS**

5.1. All completed materials created and/or produced by Agency and accepted by Client will become the property of Client once Agency receives payment in full for all services rendered by Agency pursuant to this Agreement.

5.2. Each party acknowledges that the other party is the sole and exclusive owner of the party's intellectual property including, without limitation, trademarks, service marks, trade names and logos (collectively, their "Marks"). Neither party will make use of the other party's Marks without the party's prior written consent (email acceptable). Both parties agree and acknowledge that neither party will acquire any interest in the other party's Marks or the goodwill associated with the Marks by virtue of this Agreement or either party's use of the Marks. Both parties reserve all rights not specifically granted in this Agreement.

6. **INVOICING AND PAYMENT**

6.1. Client will be invoiced monthly and agrees to make payments for all services provided under the terms of this Agreement in United States dollars (USD).

6.2. Client agrees to promptly reimburse Agency for any sales taxes Agency may be required to pay by law for performing services and/or producing materials on behalf of Client.

6.3. Agency will apply an additional service charge of one and one-half percent (1.5%) of the fee per month for any invoice not paid by client within 30 days from the date of invoicing. This service charge will not apply to invoiced amounts that Client has reasonable grounds to question, so long as any questions are submitted in writing by Client to Agency within ten (10) days of receipt of the appropriate invoice (email acceptable).

6.4. Agency reserves the right to immediately suspend all services performed on Client's behalf if Client's invoices remain unpaid for more than 60 days past the due date.

6.5. Client agrees to pay all costs incurred by Agency (including reasonable attorney fees) if it becomes necessary for Agency to institute collection proceedings for any work performed or advertising placed on behalf of Client during the effective dates of this Agreement or otherwise authorized by Client.

7. **INDEMNITY; EXCLUSION OF DAMAGES; DAMAGE LIMITATIONS**

7.1. Indemnity by Client - Client agrees to indemnify and hold harmless Agency against any and all claims for loss, liability or damages arising out of, or in connection with, work done or to be performed by Agency for and on behalf of Client, including the cost of defending any legal action that may be brought or threatened against Agency arising out of the use of any advertising copy or materials furnished or approved by Client. Client further agrees to indemnify and hold harmless Agency from all claims, judgments or costs, including reasonable attorney's fees, that Agency may incur by reason of defending any claim or legal action in which Agency may become involved by reason of any contractual action taken on behalf of Client.

7.2. Indemnity by Agency - Agency agrees to indemnify and hold Client harmless against all claims for loss, liability or damages arising out of the use of any advertising copy or materials furnished by Agency without prior approval by Client. Agency further agrees to indemnify and hold harmless Client from all claims, judgments or costs, including reasonable attorney's fees, that Client may incur by reason of defending any claim or legal action in which Client may become involved by reason of any contractual action taken by Agency.

7.3. Limitation of Liability - To the fullest extent permitted by law, notwithstanding any other provisions of this Agreement, Agency will not be liable to Client or anyone claiming by, through, or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any manner related to services provided to Client by Agency or under this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, errors or omissions, strict liability, or breach of

contract, or breach of any express or implied warranty, including, but not limited to, losses of profits, income, revenue, use, financing, business or reputation, and losses of management or employee productivity or the services of such persons.

7.4. Notwithstanding any other provisions of this Agreement, and to the fullest permitted by law, the total liability, in the aggregate of Agency to Client and anyone claiming by, through or under Client for any and all claims, losses, costs or damages whatsoever, arising out of, resulting from, or in any manner relating to Services provided to Client by Agency or under this Agreement for which Agency is responsible from any cause or causes, including but not limited to the negligence, errors or omissions, strict liability or breach of contract, or express or implied warranty of Agency, will not exceed the total compensation received by Agency under this Agreement for the applicable SOW which is the subject of Client's claim.

**8. RESERVATION OF DUTIES**

8.1. Agency expressly reserves the right to refuse to undertake any campaign, prepare any advertising material, or publicity, or cause the publication or broadcast of any advertisement or article which, in Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Client's or Agency's interest. Nothing in this Agreement will be construed as committing Agency to violate any lawful contractual commitments to media.

**9. CONFIDENTIAL INFORMATION**

9.1. Any document provided to Agency by Client and designated in writing as containing confidential, proprietary, or privileged information will not be disclosed to any third party, unless required by law, court order, or relevant regulation.

9.2. Agency will not be responsible for the loss or destruction of any materials provided by Client, or the inadvertent disclosure of confidential information, unless the loss, destruction, or disclosure is caused by Agency's negligence. In such an event, Agency will not be responsible for an amount that exceeds the aggregate amount of all fees paid to Agency for services performed under this Agreement.

**10. NON- SOLICITATION OF AGENCY PERSONNEL**

10.1. During the term of this Agreement and for a period of one (1) year following its termination, Client agrees not to solicit any employee of Agency for employment and Agency agrees not to solicit any employee of Client for employment.

**11. TERMINATION**

11.1. Either party may terminate this agreement by giving ninety (90) days prior written notice to the other party.

Notification of termination will be delivered as follows:

**If to Agency:**

Hugh McConnell, Chief Financial Officer at hmconnell@mmgyglobal.com

With email copy to: Lauren Kaufman, Managing Director at lkaufman@mmgy.com

**If to Client:**

Bianca Schmidt, Lead Media Relations, bianca.schmidt@zuerich.com

With email copy to: [Evelyne Jeannerat, Head of Markets, Evelyne.jeannerat@zuerich.com]

11.2. Agency's rights, duties, and responsibilities as set forth in this Agreement will continue in full force and effect during any notice period and will include, but not necessarily be limited to, the creation and production of advertising and the negotiation and placement of media insertion orders whose closing or cancellation dates fall within the notice period.

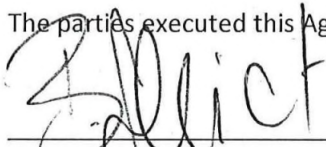
## 12. TRANSFER OF OWNERSHIP

- 12.1. Upon the termination of this Agreement and upon Agency's receipt of all amounts owed or invoiced under this Agreement, Agency will transfer, assign, and make available to Client, or Client's representative, all property and materials in Agency's possession or control belonging to Client.
- 12.2. Agency will cooperate in transferring, with approval of authorized third parties, all reservations, contracts, and arrangements with advertising media, or others, for advertising space or materials yet to be used and all related rights and claims, upon being released from Agency's obligations.
- 12.3. Agency time spent on transition activities including, but not limited to, the onboarding of new partners and packaging up Client files for transfer, are considered billable activity and will be estimated according to Agency's standard rates. Any incremental costs outside of standard fees will be provided in writing and approved in advance by Client.
- 12.4. Client will own all rights to any advertising materials that are produced in finished form before the effective termination of this Agreement. Agency will make its best efforts to complete production of all materials during the notice period. At termination, however, any advertising concepts, layouts, sketches, mock-ups or other manifestations Client has not authorized Agency to produce will remain the exclusive property of Agency, and Client will be deemed to have released and assigned to Agency any copyright or other rights relating to these materials.

## 13. GENERAL

- 13.1. Entire Agreement - This Agreement and any exhibits attached to this Agreement contain the full and complete understanding and agreement between the parties relating to the subject matter and supersede all prior and contemporary understandings and agreements, whether oral or written, relating to the subject matter. Any modification or amendment to this Agreement must be made in writing and signed by both parties.
- 13.2. Waiver and Modification - The failure of either party to enforce, at any time or for any period of time, the provisions of this Agreement, or the failure of either party to exercise any option in this Agreement, will not be construed as a waiver of that provision or option and will in no way affect that party's right to enforce the provisions or exercise such option.
- 13.3. Severability - In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of the Agreement (and all of the remaining terms and conditions contained in the Agreement) remain in full force and effect.
- 13.4. Law and Venue - This Agreement is governed by, and construed in accordance with, the laws of the State of Kansas without regard to its choice or conflict of law provisions. Client consents to exclusive jurisdiction and venue in the courts sitting in Johnson County, Kansas. The prevailing party in any dispute will be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, whether as claimant or counter-claimant. If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.
- 13.5. Captions - Paragraph titles or captions in this Agreement are included only as a matter of convenience and for reference.
- 13.6. Drafter - No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or arbitrator, the court or arbitrator will not construe this Agreement, or any provision of this Agreement, against any party as drafter.
- 13.7. Counterparts - This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted electronically, each of which is deemed an original and all of which, when taken together, will constitute one and the same original instrument.

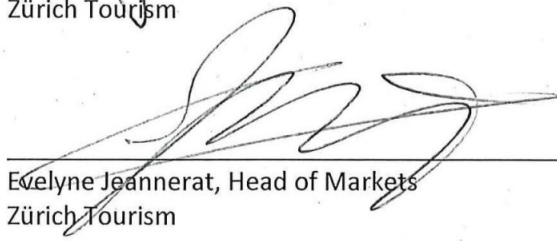
The parties executed this Agreement on the date identified below.



12/08/2024

\_\_\_\_\_  
Bianca Schmidt, Lead Media Relations  
Zürich Tourism

Date



12/08/2024

\_\_\_\_\_  
Evelyne Jeannerat, Head of Markets  
Zürich Tourism

Date

\_\_\_\_\_  
Hugh McConnell, CFO  
MMGY Global, LLC

Date



**Statement of Work No. 1**

This Statement of Work ("SOW") is effective as of August 1, 2024 ("SOW Effective Date")

**between:**

**MMGY**, a division of MMGY Global, LLC, a Delaware limited liability company with offices at 360 Lexington Avenue, 10<sup>th</sup> Floor, New York, NY 10017 ("Agency")

**and**

**Zürich Tourism**, with offices at Gessnerallee 3, CH-8001 Zürich ("Client").

This SOW is governed by the terms and conditions of the Master Services Agreement between Agency and Client effective August 1, 2024.

**1. TERM**

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

**2. DESCRIPTION OF SERVICES**

The Agency services included in this SOW are for [PR] services:

Objectives:

- Generate impactful and positive social media and press coverage
- Broaden brand awareness by promoting Zürich's unique architecture, culture and arts
- Drive bookings and increase visitor spend in destination

Activities:

- Ongoing strategic counsel and creative ideation
- Editorial calendar development for story angles; distribute two (2) pitches or press releases per month, in addition to ongoing inclusion in agency-wide roundup and trend pitches
- Ongoing proactive media relations/outreach to national, regional and local consumer and trade press to secure coverage on a variety of topics which may include news and seasonal storytelling, evergreen content, special events, and partnerships
- Maintaining a continually updated and relevant targeted media database for Client including top-level consumer, national, regional, local, niche, and travel trade outlets in the U.S. The agency's in-house database will be supported via subscriptions to Cision and Muck Rack, online media database tools.
- Monitoring industry and media trends to leverage for Client
- Pitch and coordinate select individual media and non-paid influencer visits to the destination
- Ongoing reactive media engagement to fulfill media requests
- Reactionary vetting of inbound influencer requests
- Ongoing newsjacking and trendspotting
- Identification of strategic media and brand partnerships, activations and promotions (extra fees may apply for execution pending scope of work necessary to implement)
- Holding a set bi-weekly call to discuss and report on, amongst other items, activity progress, status, issues, and upcoming priorities
- Crisis management, as necessary
- Share monthly reporting, monitoring and measurement

Special Events and Group Press Trips:

- All Agency time and expenses related to hosting special events (i.e. large scale consumer activations, partnerships/sponsorships, media/industry events, etc.) will be estimated separately
- Arranging annual NYC media tour if opportunistic (extra fees may apply for execution pending scope of work necessary to implement)
- An Agency fee (dependent upon scope and travel) will apply for the coordination and hosting of a group press trip with Agency host

If Client desires to move forward with Agency services not detailed in this SOW, Agency will provide a separate SOW or project estimate with scope details for Client approval.

**3. AGENCY RESOURCES ALLOCATION:**

Agency staff time devoted to development and implementation of the public relations plan will be approximately 33 hours/month. Additional staff time exceeding the monthly allocations will be billed at the blended rate of \$150 per hour. The Client's designated representative will first be consulted for approval prior to incurring staff hours in excess of approved retainer.

**4. FEES AND PAYMENT SCHEDULE**

Client agrees to pay Agency \$ 5,000 monthly for Agency staff time devoted to the project. This fee will be due and payable within thirty (30) days of receipt of invoice.

Any additional Agency services or changes in the scope as outlined above will be estimated and approved by both parties under an additional SOW. A change in services may require a change in compensation.

An initial payment of \$ 10,000 is required on execution of this Agreement, after which Agency will begin work. \$5,000 of this payment will be applied to the services to compensate Agency for the first month of the agreement. The remaining portion of the initial payment will be held by Agency in escrow and, on termination of the Agreement, will be applied to the remaining balance for fees owed under the terms of this Agreement.

**5. REIMBURSEMENT OF EXPENSES**

Client will reimburse Agency for:

- All reasonable, direct out-of-pocket expenses including, without limitation, travel expenses, shipping costs, third party vendors, design costs, printing, mailing, catering expenses, online marketing service costs, rentals for special events, event production expenses, and similar expenses;
- Disbursements;
- Production expenses, including purchases from third parties which include, without limitation, illustrations, photography, retouching, and typography, which are ordinary or necessary to the accomplishment of the Services;
- Any travel by members of Agency, journalists, and influencers on behalf of Client including mileage at the current IRS allowable rate, business class airfare (if travel time exceeds 6 hours), and single room accommodations for each member of Agency. Any travel booked by Agency on behalf of Client by Agency's internal travel booking service will be billed back to Client at cost plus an additional booking fee of \$50 for domestic travel or \$100 for travel outside of the United States.

Any expense over \$250 must be approved in advance in writing by Client. All expenses will be billed monthly.

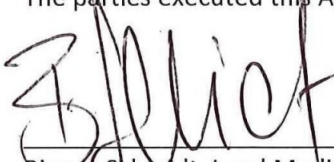
If Agency contracts with a vendor or supplier on Client's behalf, Agency will use its best efforts to obtain favorable payment terms. However, **if a vendor/supplier requires prepayment for services, Client agrees to pay Agency in advance** for the vendor/supplier services regardless of whether payment occurs outside of a normal billing cycle. Agency will pay vendor/supplier within 10 days of receipt of client funds. Agency will not pay for vendor/supplier services without first having received funds from Client.

**6. EARLY TERMINATION FEE**

If Client terminates this Agreement in the first six months of the relationship, Client will pay to Agency an Early Termination Fee as consideration for the significant time invested by Agency in the initial six (6) months of the relationship. The Early Termination Fee is calculated as \$30,000 less the total of all monthly retainer fees paid by Client to Agency up to the effective date of termination. Payment of the Early Termination Fee is in addition to any amounts billed by Agency under any other provision of this Agreement. No Early Termination Fee is due from Client if termination occurs after the initial six (6) months of the agreement or if this Agreement is terminated at any time by Agency.

Agency's rights, duties, and responsibilities as set forth in this Agreement will continue in full force and effect during any notice period and will include, but not necessarily be limited to, the creation and production of advertising and the negotiation and placement of media insertion orders whose closing or cancellation dates fall within the notice period. Client will be responsible for payment of any approved services performed by Agency or unreimbursed expenses up through the date of termination.

The parties executed this Agreement on the date identified below.

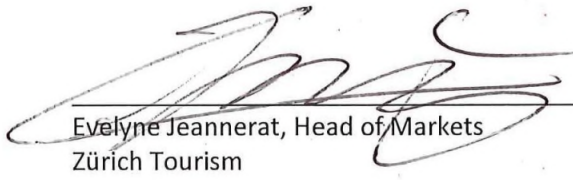


---

Bianca Schmidt, Lead Media Relations  
Zürich Tourism

12/08/2024

Date



---

Evelyne Jeannerat, Head of Markets  
Zürich Tourism

12/08/2024

Date

---

Hugh McConnell, CFO  
MMGY Global, LLC

Date