

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

Media Planning International Corporation

2. Registration No.

6601

3. Name of Foreign Principal

Government of Israel, Ministry of Tourism (through the Israeli Government Advertising Agency [LAPAM])

4. Principal Address of Foreign Principal

9 Ahad Ha'Am Street, HaShalom Building, 15th Floor
Tel Aviv, 65251, Israel

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country
- 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 (specify) _____ |
- Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Ministry of Tourism

b) Name and title of official with whom registrant deals

Boaz Stembler, Chief Executive Officer

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

FORM NSD-3
Revised 05/17

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.

N/A

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

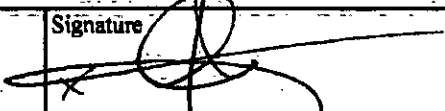
N/A

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.

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 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
12/21/2018	Antonio Caceres	

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 Media Planning International Corporation ✓	2. Registration No. 0621
3. Name of Foreign Principal Government of Israel, Ministry of Tourism (through the Israeli Government Advertising Agency [LAPAM]) ✓	

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.

In accordance with the terms of the attached agreement, Media Planning International Corporation performs media planning and buying services in the United States in support of Israel's efforts to promote tourism. These services include media planning and buying campaigns involving television advertisements, print advertisements in magazine and newspapers, and digital and social media advertisements.

The attached agreement was executed between LAPAM and Havas Media Frankfurt GmbH on August 1, 2014. The registrant did not commence activity in the United States until approximately mid-year 2017.

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

General planning and implementing media campaigns designed to amplify content and bring increased awareness to potential tourists coming to Israel from the U.S. market.

Deliverables include:

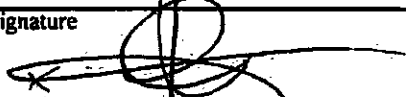
- Account Management (strategic leadership, observation, and feedback on media programs and processes; insight, direction, and recommendations across media opportunities; develop detailed media plan; manage timelines for creative delivery and trafficking launches)
- Media Planning, Buying, and Management (development of media plans for recommended channels; negotiation of media programs; development and maintenance of flowcharts and media plans; ongoing arrangement of insertion orders with media partners; rapid optimization of sites, placements, and delivery)
- Media Trafficking (development of plan in ad serving systems; trafficking in ad server by creative size for concepts provided by client; quality checks of creative to ensure specs are met; delivery of ad tags to media partners and coordination on QA/QC procedures; monitoring of placements and negotiation of "make-goods" for delivery issues; auditing and reporting of buy delivery)
- Finance and Billing (manage billing, auditing buy delivery and approval of vendor invoices, payments to media vendors)

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
12/21/2018	Antonio Caceres	

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.

CONTRACT

Drafted and signed in Tel Aviv on August 1, 2014

Between: **The Government of Israel, Ministry of Tourism ("The Ministry")**, represented for the purpose of the present contract by **The Israeli Government Advertising Agency ("LAPAM")**

Address: 9 Ahad Ha'am Street, Tel Aviv, Israel.

Whose authorized signatories are:

Mr. **Gadi Margalit**, Director General, LAPAM

and Mr. **Hemmy Duniza**, CFO, LAPAM

(Hereinafter: "LAPAM")

And between: **HAVAS MEDIA Frankfurt GmbH**

(operating as a 100% owned subsidiary of HAVAS SA)

Whose authorized signatories are:

Mr. **Sven Traichel**, CEO

Mr. **Peter Schmitz**, CFO

(Hereinafter: "The Agency")

Whereas LAPAM, wishes to receive media planning and buying services for the Ministry in order to carry out promotional activities with the aim of enhancing tourism to Israel ;

And Whereas the Agency declares that it has the knowledge, experience, skills, expertise, media planning softwares and technologies, equipment and professional personnel required for the execution of the services;

And Whereas the Agency is willing and able to carry out the services in accordance with the provisions of this contract, and of the Tender No.25/02/13 Selection of a Global Media Planning & Buying Agency for the Israeli Ministry of Tourism (Hereinafter: "The Tender") and of the agency's proposal in the Tender (Hereinafter: "The Proposal");

And Whereas LAPAM is interested in engaging the services of the Agency in accordance with the above declarations;

Therefore and in consideration of the parties' mutual obligations under this contract and its annexes, the parties have agreed, declared and stipulated as follows:

1. The Services

1.1. LAPAM, on behalf of the **Ministry** hereby places with the Agency and the Agency undertakes to perform media planning and buying services (hereinafter: "**The Services**"), according to the Tender (25/02/13) documents and the agency's financial bid, attached hereto forming an inseparable part thereof, listed as **Annex A** and **Annex B** accordingly.

1.2. Notwithstanding the above it is agreed that-

1.2.1. LAPAM reserves the right, in circumstances when it sees fit to purchase part of the media directly and independently.

1.2.2. LAPAM reserves the right to ask the Agency to engage in media planning and buying on behalf of LAPAM's other clients, under the same terms and procedures specified in this contract.

1.3. The agency will work vis-à-vis LAPAM according to the work procedures specified in **Annex C** to this contract.

2. Fees and prices

2.1. The prices for the media as proposed by the Agency in its proposal for the tender (media rate card), attached hereto as part of **Annex B**, will be valid until the end of 2014 (for print press items) as of the signing of this contract.

2.2. At LAPAM's request the agency will supply the rate card/s for the media included in the agency's proposal for any specific media plan.

2.3. The media prices in Annex B and all other media prices as proposed by the agency from time to time must include all taxes if applicable.

2.4. To remove any doubt LAPAM will not be liable for payment of Value Added Tax (VAT).

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2.5. In consideration for the services rendered by the Agency, LAPAM will pay the Agency as follows:

2% of net billings of the purchased media and a monthly retainer of 3,000 (three thousands) Euros, as proposed by the Agency (hereinafter: "**the Consideration**").

2.6. It is agreed that the consideration is absolute and final. It will consist only of the above mentioned percentage of net billings and monthly retainer. No additional sum whatsoever shall be paid by LAPAM and/or the Ministry/and or any third party to the agency for the services under this contract during the whole contract Term and/or optional terms as defined below in clause 12.

3. Invoicing and Payments

3.1. Invoicing and payment will be carried out on a monthly basis according the procedure laid out in Annex C to this contract.

3.2. All payments will be made directly to the Agency's bank accounts detailed of which are stated below:

Provided Upon Request

4. RIGHTS

All property rights attached to the advertising materials handed over to the Agency belong exclusively to the Government of Israel/LAPAM/the Ministry. It is stipulated that the agency is not entitled to use these materials in any way other than needed to carry out the services according to this contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

This contract does not constitute the establishment of an employer – employee relationship with the Agency or anyone employed by the

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Agency, but establishes the relationship of a supplier as an independent contractor and purchaser of specified services.

Any payments made to the Agency are fees and reimbursements for services provided as specified in this contract; and any right accorded to LAPAM by the provisions of this contract to supervise, approve or not to approve the agencies' services shall not be regarded as creating an employer-employee relationship but shall be regarded as a necessary means to ensure the compliance with this contract.

6. LIABILITY INSURANCE AND CLAIMS

6.1. LAPAM is solely responsible and liable for the information supplied by it to the Agency.

6.2. Subject to the responsibility of LAPAM specified above, the Agency will be solely responsible for its own acts and omissions, as well as for its local agents, employees and representatives, in the performance of this contract.

6.3. In the case that any claim or action is lodged against LAPAM or the Agency, based upon or deriving from the execution of this contract, including for libel, slander, piracy, plagiarism, invasion of privacy infringement of copyright, the party responsible according to article 6.1 or 6.2, respectively will indemnify the other party and hold it harmless with respect to any such claim of action.

6.4. Both parties undertake to inform each other of any information or services given to the other that appear to be false or misleading.

7. RECORDS

At any time during the term and/or optional term of this contract and upon reasonable notice, LAPAM may examine and take copies of the Agency's files and individual financial records pertaining to LAPAM's advertising under the current contract.

8. CONFIDENTIALITY

The Agency shall treat any information acquired through the cooperation with LAPAM as strictly confidential. This obligation shall also be imposed on its employees, agents, and representatives and will remain effective beyond the duration of this contract.

9. COMPETITIVE ACCOUNTS

During the term and/or the extension term of this contract, the Agency agrees to inform LAPAM before it accepts any other tourism account for a Southern European or Middle Eastern destination.

10. HANDLING EXECUTIVE

Upon signing the present contract, the Agency shall notify LAPAM of the name of the account handling executives(s) through whom, all contracts with LAPAM will be maintained. The Agency may only replace the account handling executive with the consent of LAPAM. Reasonable consent will not be withheld.

11. CONTROVERSIES

In the event any disputes may arise regarding the interpretation or performance of this contract, such disputes shall be adjudicated under Israeli law in the city of Tel-Aviv and the court of Israel will be competent.

The parties hereby irrevocably submit to the exclusive jurisdiction of the above mentioned court.

12. TERM AND TERMINATION OF CONTRACT

12.1. This contract will come into force upon signing it by both parties, and will be in effect for a year period (Hereafter: "**The Term**"). LAPAM at its own discretion may extend this contract for four (4) additional periods of a year each (Hereafter: "**The Extension Term**"). provided that LAPAM gives written notice to the Agency 60 days before the expiry of the Term or the Extension Term of this contract. The total

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duration of the contract term and extensions will not exceed five (5) years altogether.

12.2. Notwithstanding the above, LAPAM has the right to terminate this contract or any extension of it at any time at its own absolute discretion upon 60 days prior written notice. Nonetheless, if such termination occurs, LAPAM will still be responsible for paying all media activities outside the 60 days period that have already been booked and cannot be cancelled.

12.3. LAPAM reserves the right in cases of force majeure or under exceptional circumstances which seriously affect the effectiveness of the campaign/s, to defer or postpone the whole or part of its campaigns.

13. NOTICES

The representative of LAPAM for the purpose of receiving and giving any notice required under this contract is **Guy Getz** or any other official approved by LAPAM and whose appointment has been duly notified to the Agency.

The representative of the Agency for the purpose of any notice required under this contract is **Sven Traichel**

Any notice required under this contract will be in writing and delivered to the other party by hand, e-mail, registered mail or fax to the following addresses:

LAPAM: 9 Ahad Ha'am Street, Tel Aviv, 6525101, Israel.

Attn: Guy Getz

Fax: 972-3-5140348

Email: guyg@lapam.gov.il

The Agency: HAVAS MEDIA, Hedderichstrasse 49, 60594 Frankfurt, Germany

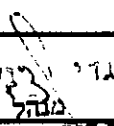
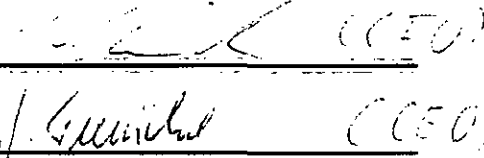
Attn: Sven Traichel

Email: sven.traichel@havasmg.com

15. Changes

Any change in this contract and/or its annexes will not be valid unless done in writing and signed by both parties.

In witness thereof, the parties sign this agreement:

 _____ Haimy Duniz LAPAM	 _____ J. Gumbel The Agency
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Haimy Duniz, C.F.A.
 CFO
 LAPAM
 Government Advertising Agency

Annex C: Working Stages and Procedures

The selected agency will work vis-à-vis LAPAM according to the following procedures:

Media Plan

1. LAPAM would send the agency a written brief for each campaign. The brief would include the media-buying budget, the desired period of activity, the target audience, and other relevant information and/or instructions. LAPAM would then ask the agency to prepare a media plan.
2. Each media plan proposed by the agency should include relevant information as to the plan "rationale"- circulation data, target audience, predicted GRP, TRP, etc. The agency will also deliver relevant data on the market and on competitors (market size, media consumption in market, competitors' spent, market & competitors' spent split by media, etc.)
3. Competitors for these reports will be defined by LAPAM and the Ministry and may vary from market to market.
4. The media plan must be approved both by LAPAM and the Ministry.
5. During the campaign, the agency will inform LAPAM of any changes in the media plan and will send LAPAM a revised media plan with no delay.

Work Order

6. After approving the media plan, LAPAM would issue a Work Order to the agency.
7. Only after receiving a signed Work Order, shall the agency engage media buying for LAPAM.

Invoicing and Payment

8. Payment to overseas suppliers is executed on a monthly basis. Once a month the Agency will send invoices for the services which have been performed, with the original vendor invoices attached. Agency's invoices should be sent **by post** to LAPAM's offices in Tel Aviv. LAPAM must receive **original** copies of the invoices. E-mailed invoices would not suffice. Invoices should reach LAPAM's offices by the 25th of each month, in order to make it in time for the monthly wire. LAPAM will pay invoices for completed work no later than 45 days after they're received by LAPAM.
8. Submissions for payment should include, alongside with original vendor's

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invoices, the following:

- a) Print: Actual media invoices, the media rate card, original media tear sheets;
- b) Radio or Online: invoicing should include a complete list of hits /radio spots/impressions/clicks (including days/day parts).
- c) TV: spot confirmation and precise airing times (and markets if relevant).
- d) Outdoor: Invoicing should include number of placements, locations, dates or periods of placements.

Campaign Summary Report

- 9. The agency will deliver LAPAM a campaign summery report. The report should include information about the media reach & campaign success, evaluation, and analyses.

LAPAM

Israel
Government
Advertising
Agency

CERTIFICATE OF AGENCY

We, the undersigned

Company
Milt-to-address
A F Number
Represented by
Company qualified for purposes hereof.

LAPAM – Israel Government Advertising Agency
9 Ahad Ha'am St. Tel Aviv, Israel

Guy Getz, Head of Advertising Dept.

CERTIFY THAT WE ARE APPOINTING AS A AGENT

Company
Milt-to-address
A F Number
Represented by
Company qualified for purposes hereof.

Havas Media Frankfurt GmbH
Hedderichstraße 49
D-60594 Frankfurt am Main
Peter Schmitz
CFO

To all media

for the purpose of effecting in our name the purchase of advertising space and the payment thereof in accordance with the invoice that shall be sent to it by the medium,

The advertiser expressly authorizes the agent to have a subagent substitute for it:

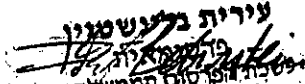
Havas Media International
5761 Blue Lagoon Drive, Suite 790,
Miami, FL 33126

for purposes of performing all or part of the tasks defined above.
The invoice shall simultaneously be sent to me.

Havas Media France acting as an authorized account paying Subagent, the invoices of buying of advertising spaces will be paid by the Subagent to the Media Owners after availability of funds by the Agent.

This agreement and its performance shall validly begin on January 1st, 2017, shall be conducted under our responsibility, and shall be renewed except in case of cancellation by us.
Such cancellation shall be notified long enough in advance, in accordance with the cancellation deadlines of the media.

We also warrant and represent that we have taken cognizance of the media's general selling and technical conditions applicable as of January 1st 2017 and that we expressly accept such provisions thereof as were delivered to us in the media's dossiers.

Date: 
Signature and seal of advertiser
"Good for agreement"

Date: _____
Signature and seal of subagent
"Good for agreement"

Date: _____
Signature and seal of agent
"Good for agreement"