

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

Zeno Group, Inc.

2. Registration Number

6652

3. Name of Foreign Principal

Aruba Tourism Authority (ATA)

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? 05/01/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Provide planning, PR and media relations services for a culinary event.

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

Provide planning, PR and media relations services for a culinary event.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

Provide planning, PR and media relations services for a culinary event.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ 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

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ 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

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/10/2024	Raquel daFonseca	Sign /s/Raquel daFonseca
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

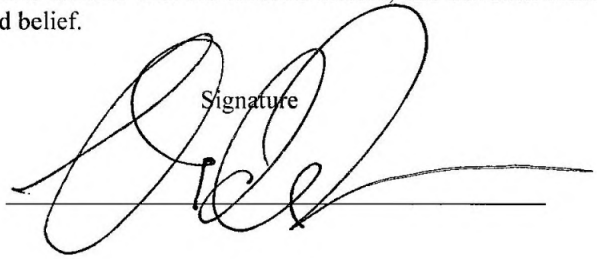
Date

Printed Name

Signature

10-9-24

Raquel da Fonseca



Aruba Tourism Authority and Zeno Group, Inc.

STATEMENT OF WORK

PROJECT NAME: ATA CULINARY EVENT SUPPORT

May 1, 2024 – October 31, 2024

Pursuant to the Agreement by and between the Aruba Tourism Authority ("Client") and Zeno Group, Inc. ("Zeno") dated January 1, 2019, this Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

This Scope of Work is made a part of the Client Services Agreement dated January 1, 2019 (the "Agreement"), by and between Zeno Group, Inc. ("Agency") and the Aruba Tourism Authority ("Client"). Any capitalized terms used herein shall have the meaning set forth in the Agreement. To the extent that the provisions of this Scope of Work conflict with those of the Agreement, the provisions of the Scope of Work shall control.

Deliverables

ACTIVITY
Public Relations
<p>Talent Identification</p> <ul style="list-style-type: none"> • Identification of Celebrity chef partner options for ATA review (5-8 total) • Presentation of recommended chefs to ATA • Two (2) revisions to list of options • Alignment with ATA on final 2-3 top partners <p>Talent Contracting (2-3 Chefs)*</p> <ul style="list-style-type: none"> • Draft recommended talent asks and align with ATA on final asks based on budgets, talent level and event needs • Coordinate with talent management teams on availability and interest • Negotiate, finalize and execute contracts on behalf of ATA with talent management teams • Coordinate chef travel and accommodations <p>Paradise on Tap Extension</p> <ul style="list-style-type: none"> • Coordination with Martin Riese to drive PoT messaging and presence at the event (e.g., water tasting booth) <ul style="list-style-type: none"> ○ Note: talent fees for Martin will be incremental unless included as one of the 2-3 chefs outlined • Strategic message development to ensure Paradise on Tap campaign messaging pulls through in event materials, outreach and interviews (where relevant) <p>On-Island Support:</p> <ul style="list-style-type: none"> • On-Island talent support from one (1*) Zeno staffer <i>(*does not include Zeno team leading culinary press and creator trips)</i>

<p>Media Relations* <i>(*does not include tactics and execution required for culinary press and creator trips)</i></p> <ul style="list-style-type: none"> • Media material development (e.g. press release, media list, press kit, etc.) • Media outreach both pre-and-post event and fielding corresponding media requests/inquiries • Interview-specific media outreach and coordination • Develop prep materials for media interviews and host message trainings (pending final chef contracts) • Staffing for up to six media interviews (pending final chef contracts) <p>Reporting / Monitoring</p> <ul style="list-style-type: none"> • Weekly campaign recap reports following the launch of the campaign up to 4 weeks out, pending timing of in-market event • Comprehensive campaign recap following completion of the event and corresponding interviews
<p>Strategic Counsel and Planning</p>
<p>Planning</p> <ul style="list-style-type: none"> • Management of campaign workstreams, internal meetings and timelines • Organization of campaign mechanics and weekly team check-ins on progress • Virtual presentations to ATA and AHATA • IAT meetings to align on progress and plan • Travel expenses associated with on-island talent management • Campaign budget management
<p>Estimated Expense Breakdown*</p>
<p>Talent (est. \$62,500)</p> <ul style="list-style-type: none"> • 2-3 Chefs talent fees • 2-3 Chef travel and accommodations <p>Zeno Staffer (est. \$2,500)</p> <ul style="list-style-type: none"> • Travel and accommodations for one (1) Zeno staffer

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services or increases the time retained, the amount of additional time will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET*

Culinary Event Fee	\$35,000
Culinary Event OOP Estimate	\$65,000*

Total SOW: \$100,000

Zeno shall only request approval from Client per initiative or individual out-of-pocket expenses exceeding \$1,000. Client authorizes Zeno to bill up to ten percent (10%) over the estimated expense amounts over \$1,000 without seeking further approval.

***65,000 OOP budget is based on estimate for 2-3 Talent options to be presented by Zeno and approved by client, and Zeno staff attending event. Costs may vary from estimate based on final talent selected, Zeno may bill Client for additional costs incurred.**

TERMS

Fee and Expense Billing. Zeno shall invoice in accordance with the billing schedule set forth below. The invoices are based on the Scope of Services. Zeno shall not be obligated to provide Client with hourly billing detail.

Zeno shall prebill the Client for out-of-pocket expense amount(s) according to the schedule provided below. Any unused out-of-pocket budget at the end of contract, will be converted towards fee. Agency shall not exceed the total budget amount unless approved in writing, it being understood that amounts may be shifted between fees and expenses, so long as the total budget is not exceeded.

Billing Schedule*

Estimated Invoice Date	Estimate Professional Services Fee	Prepaid Out of Pocket Expenses	Total Invoice Amount
05/15/24	\$35,000	\$30,000	\$65,000
As Incurred		\$35,000	Up to \$35,000

Invoices. Zeno will render invoices to include professional services and any out-of-pocket expenses associated with the above. Documentation for out-of-pocket expenses will be available upon request. If applicable, sales tax, VAT, or other transactional taxes will be charged in addition to the budgeted amount and will appear as a separate line item at the bottom of the invoice. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Ronella Croes
Company Name:	Aruba Tourism Authority
Address:	L.G. Smith Blvd 8, Oranjestad, Aruba

Purchase Order. The client Purchase Order number is not required.

ACCEPTED AND AGREED TO ON THIS 8TH DAY OF MAY 2024.

ARUBA TOURISM AUTHORITY

ZENO GROUP, INC.

By: Ronella Croes
Ronella Croes (May 13, 2024 13:16 EDT)

By: gina petraglia

Printed Name: Ronella Croes

Printed Name: Gina Petraglia

Title: CEO

Title: Vice President