

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
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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? 01/01/2025
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Provide media training, issues management and media analysis for the period 1/1/2025 through 12/31/2025.

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

Provide media training, issues management and media metrics analysis.

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 media training, issues management and media analysis for the Aruba Tourism Authority.

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
01/03/2025	Raquel daFonseca	Sign /s/Raquel daFonseca
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

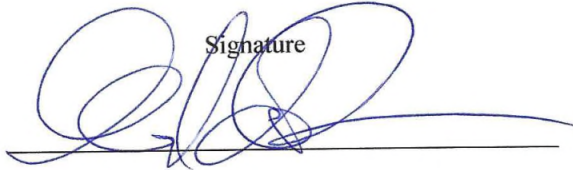
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Date

Printed Name

Signature

<u>1-3-2025</u>	<u>Raquel Lafonseca</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Aruba Tourism Authority and Zeno Group, Inc.**STATEMENT OF WORK****PROJECT NAME: ATA x ZENO HQ RETAINER****January 1, 2025 – December 31, 2025**

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
Measurement
<ul style="list-style-type: none"> • Development and management of comprehensive earned coverage tracker • Management and optimization of new earned media metrics used for Earned Media Score (EMS) reporting • Development and distribution of the following results reporting: <ul style="list-style-type: none"> ○ Monthly Activity Report ○ PR Tracker and Clipbook ○ Quarterly Executive Summary, inclusive of EMS and SOV Comparison and analysis ○ Annual Report, inclusive of full-year EMS and SOV Comparison and analysis • Strategic counsel and development to grow earned reporting globally
Media Message Training
<ul style="list-style-type: none"> • Media and message training full-day session on Responsible Tourism to select ATA leadership, to take place on island; Includes travel costs for 1-2 Zeno trainers • Training sessions to be developed based on master messaging framework and positioning on Responsible Tourism
Crisis & Issues Management
<ul style="list-style-type: none"> • Ongoing crisis and issues management for day-to-day incident response, continued strategic counsel around threats to reputation. • Development of reactive rapid-response materials such as standby statements and messaging, as appropriate. • Provide strategic counsel and support with developing, editing, and modifying reactive materials (i.e., media interview questions, internal and external Q&A, and others).

- Issues monitoring and reporting for individual crisis events at an agreed upon cadence (including mainstream global media outlets and key online communities)
 - Ongoing integration of Crisis and Issues team members into the full Zeno account team to provide regular recommendations, points-of-view, and insights into potential risks with activations or issues as they arise.
 - Ad-hoc support from senior Crisis and Issues expert(s) for critical issues and strategic oversight.
- *If a major issue/crisis happens during a given month in which time exceeds the monthly retainer, Agency will bill hourly crisis rates over and above the retainer. "Major issue/crisis" is defined as a singular reputational problem requiring 24/7 monitoring and response by Agency. Additional hourly rates would kick in after the retainer fee has been exhausted. Client approval to exceed the retainer would be required via email.*

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

Measurement	\$150,000 , \$37,500/quarter
Media Messaging Training	\$25,000
Professional Fees – Crisis Retainer	\$144,000 , \$12,000/month
Total SOW:	\$319,000

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.

TERMS

Fee Billing. Zeno shall invoice Client on a monthly basis. The Monthly Retainer is based on the Scope of Services retained above. Zeno shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Zeno shall bill Client for out-of-pocket (OOP) expenses on an as incurred basis at the end of the month with the exception of Press Office, Creator OOP and Paid Social costs which will be pre-billed on a quarterly basis. 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. Any unused OOP budget at the end of contract, can be converted towards fee upon approval.

Invoices. Zeno will render invoices on a monthly basis. For pre-billed out-of-pocket expenses, documentation for expenses will be provided within 60 days of reconciliation after the quarter close. 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 DAY <u>12/27/202</u>	
ARUBA TOURISM AUTHORITY	ZENO GROUP, INC.
By: <u>Ronella Croes</u> <small>Ronella Croes (Dec 27, 2024 13:12 AST)</small>	By: <u>Stephanie Casanova</u>
Printed Name: <u>Ronella Cro</u>	Printed Name: <u>Stephanie Ca</u>
Title: <u>CEO</u>	Title: <u>SVP</u>