

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 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, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 09/29/2025
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Add additional talent partner services not originally contemplated in original contract.

---

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

Secure and manage an additional talent partner not contemplated in original contract.

---

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.

Promote the island of Aruba to the US sports/leisure market.

---

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including 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
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration 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
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration 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
------	-----------	---------	-----------------------

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
10/02/2025	Rachel mcintyre	Sign /s/Rachel mcintyre
_____	_____	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

10.1.2025	Rachel McIntyre	

**Aruba Tourism Authority and Zeno Group, Inc.****STATEMENT OF WORK****PROJECT NAME: ATA X NFL MEDIA ROW BRAND ACT****September 29, 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
<ul style="list-style-type: none"> <li>• Identification, negotiation, contracting and management of 1 NFL talent partner               <ul style="list-style-type: none"> <li>○ OOP to cover talent fee (up to \$155,000) and travel buy out (up to \$15,000) as part of talent agreement</li> </ul> </li> <li>• Logistics planning and coordination for on island trip for NFL talent partner to be funded from 2025 ATA X Zeno North America Retainer</li> </ul>

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**

NFL Talent Partnership OOP	<b>\$155,000</b>
Travel Costs OOP	<b>\$15,000</b>
<b>Total SOW:</b>	<b>\$170,000</b>

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 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\***

<b>Estimated Invoice Date</b>	<b>Prepaid Out of Pocket Expenses</b>	<b>Total Invoice Amount</b>
10/15/25	\$85,000	\$85,000
11/15/25	\$85,000	\$85,000
<b>Total Invoiced</b>		<b>\$170,000</b>

**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 DAY 09/29/2025	
<b>ARUBA TOURISM AUTHORITY</b>	<b>ZENO GROUP, INC.</b>
By: <u>Ronella Croes</u> <small>Ronella Croes (Sep 29, 2025 13:24:03 EDT)</small>	By: <u>Gina Petraglia</u> <small>Gina Petraglia (Sep 29, 2025 11:21:35 EDT)</small>
Printed Name: <u>Ronella Croes</u>	Printed Name: <u>Gina Petraglia</u>
Title: <u>CEO</u>	Title: <u>Vice President</u>