

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

MMGY Global, LLC
4601 Madison Avenue
Kansas City, MO 64112

2. Registration No.

6492

3. Name of Foreign Principal

Bermuda Tourism Authority

4. Principal Address of Foreign Principal

675 Third Avenue, 20th Floor
New York, NY 10017

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

- ☒ Government of a foreign country¹
- ☐ 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
Tourism
- b) Name and title of official with whom registrant deals
Victoria Isley, Chief Sales & Marketing 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.

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.

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.)

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.

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 September 19, 2017	Name and Title Misti Borchers, Accounting Manager	Signature /s/ Misti Borchers eSigned
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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

MMGY Global, LLC

2. Registration No.

6492

3. Name of Foreign Principal

Bermuda Tourism Authority

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.

Provide strategic planning, account management, and administration for marketing, media and communications efforts to promote tourism and increase visitors to Bermuda.

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

See #7

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
September 19, 2017	Misti Borchers, Accounting Manager	/s/ Misti Borchers
		eSigned

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.



**MARKETING SERVICES AGREEMENT
PRESENTED TO
Bermuda Tourism Authority**

Prepared by

MMGY Global, LLC

Kansas City, Missouri

Orlando, Florida

New York, New York

Denver, Colorado

March 1, 2015

 Agency Initial

 Client Initial



AGREEMENT

THIS AGREEMENT is made and entered into as of this 2ND day of MARCH, 2015 by and between MMGY Global, LLC, a Delaware limited liability company with offices at 4601 Madison Avenue, Kansas City, Missouri, 64112 (hereinafter referred to as "Agency") and Bermuda Tourism Authority with offices at 675 Third Avenue, 20th Floor, New York, New York 10017 (hereinafter referred to as "Client").

WITNESSETH

WHEREAS, Client desires to employ the marketing and advertising services available through the Agency; and

WHEREAS, Agency is qualified and willing to render such services;

The parties hereto agree as follows:

I. APPOINTMENT

Client hereby appoints Agency as its marketing services agency of record and authorizes Agency to act as its agent in accordance with the terms stipulated in this Agreement. This appointment shall be effective March 1, 2015 and shall remain in full force and effect until May 31, 2017 or until earlier terminated pursuant to Paragraph XV or extended pursuant to this Paragraph I. Provided that this Agreement has not been terminated by either party in accordance with the requirements set forth in Paragraph XV, Client shall have the option to renew this Agreement for two (2) successive terms of one (1) year each.

al Agency Initial

[Signature] Client Initial



II. SCOPE OF SERVICES

Agency shall perform the services on behalf of Client pursuant to this Agreement as detailed in ADDENDUM A.

Agency and Client agree to review and revise the scope of services annually. Any revisions to the scope of services may necessitate a revision in Agency compensation.

III. AGENCY COMPENSATION

Client agrees to pay Agency for the services set forth in the Scope of Services (paragraph II and Addendum A) per the terms specified in Addendum B.

Agency and Client agree to review and revise Agency's compensation annually in conjunction with the annual review of Scope of Services.


IV. ADVERTISING

Advertising placed by Agency on behalf of Client shall be subject to Client's prior written approval and placed at the lowest rate(s) negotiated by Agency. All charges for media space and time shall be estimated and billed to Client prior to placement of the advertising per the terms outlined in Addendum B.

V. MEDIA LIABILITY

Client agrees to assume full financial liability for properly authorized insertions for advertising space and/or time placed on its behalf by Agency.

In the event that a publication, station, online medium or other media outlet elects not to accept Agency's standard

 Agency Initial

 Client Initial



insertion order which disallows liability for unpaid media charges, Client agrees to provide the medium with written confirmation of acceptance of this liability.

VI. MATERIALS, SERVICES AND APPROVALS

Client shall provide Agency with written approval of all advertising layouts, advertising copy, press releases, publicity materials and related program materials prior to their production, broadcast and/or issuance. These approvals shall be provided by Client in writing, and in a timely manner, via mail (either traditional or electronic) or facsimile.


All charges for advertising production, photography, original artwork, collateral production, printing, direct mail production, audiovisual production or marketing research services will be estimated, authorized and billed by separate agreement.

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. In this event, however, Client will retain sole liability for all commitments made by Agency prior to such action, and reimburse Agency for all of Agency's charges and expenses for work begun with Client approval.

VII. OWNERSHIP OF MATERIALS

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

Agency acknowledges that Client is the sole and exclusive owner of Client's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Client Marks"). Agency agrees that it will not make any use of the Marks without Client's prior written

 Agency Initial

4

 Client Initial




consent. Agency further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Agency's use of the Marks. Client hereby reserves all such rights not specifically granted hereunder.

Client acknowledges that Agency is the sole and exclusive owner of Agency's Intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Agency Marks"). Client agrees that it will not make any use of the Marks without Agency's prior written consent. Client further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Client's use of the Marks. Agency hereby reserves all such rights not specifically granted hereunder.

VIII. GENERAL TERMS

Any invoice for which Agency has not received payment by the specified due date (30 days from the date of receipt of an invoice by Client) shall be considered delinquent and shall be subject to an additional service charge computed at the rate of one and one-half percent (1.5%) per month. This provision shall not apply to invoiced amounts that Client has reasonable grounds to question, assuming such questions are submitted in writing by Client to Agency within ten (10) days of its receipt of the appropriate invoice. Should delinquent invoices remain unpaid by Client 60 days past the due date (other than those in respect of which Client has submitted questions to Agency and to which Client has not received a suitable response by such 60 day time limit), Agency reserves the right to immediately suspend all marketing services on behalf of the Client until such time as payment is received.

Client agrees to hold Agency harmless for the failure of media or suppliers to properly execute their commitments, including

 Agency Initial

5

 Client Initial



without limitation, any delays in the placement of such media. Client further 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 reasonable cost of defending any legal action that may be brought or threatened against Agency arising out of the use of any advertising copy or public relations or promotional materials furnished or approved by Client. Client further agrees to indemnify and hold harmless Agency from any and all claims, judgments or costs, including reasonable attorney's fees, that Agency may properly 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.


Agency agrees to indemnify and hold Client harmless against any and all claims for loss, liability or damages arising out of the use of any advertising copy or materials furnished by Agency without prior written approval by Client. Agency further agrees to indemnify and hold harmless Client from any and all claims, judgments or costs, including reasonable attorney's fees, that Client may properly 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.

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.

Should it become 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, Client agrees to pay all costs properly incurred including reasonable attorney fees.

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6

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Client agrees to make payments for all services provided under the terms of this Agreement in United States dollars.

IX. EXCLUSION OF CERTAIN DAMAGES

To the fullest extent permitted by law, notwithstanding any other provisions of this Agreement and save in the case of fraud, gross misconduct or willful default, Agency shall 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 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.

X. DAMAGE LIMITATIONS

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 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 shall not exceed the total compensation received by Agency under this Agreement.

To the extent that the court of jurisdiction deems that Client would not have an adequate remedy at law and would be irreparably harmed in the event that any of the provisions

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7

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hereof were not performed in accordance with their specific terms or were otherwise breached, Client shall be entitled to injunctive relief to prevent breaches hereof and to specifically enforce the terms and provisions hereof, in addition to any other remedy to which Client may be entitled, at law or in equity.

XI. COMPLIANCE WITH EMPLOYMENT LAWS; NON-DISCRIMINATION

Agency shall comply with all federal, state and local laws and regulations which may be applicable to Agency as an employer of labor during the term of this agreement. Client and Agency each agree to comply with all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment, as well as the immigration and work permit policies of the government of Bermuda. Each party agrees to indemnify the other for any loss or damage resulting from a breach by the other party of its obligations under this paragraph.

XII. RESERVATION AS TO DUTIES

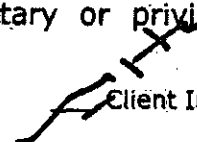
Agency expressly reserves the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause the publication or broadcast of any advertisement or article which, in Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Client's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

XIII. CONFIDENTIAL INFORMATION

Any document provided to Agency by Client and designated in writing as containing confidential, proprietary or privileged

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8

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information will not be disclosed to any third party, unless required by law, court order, or relevant regulation.

Agency shall not be responsible for the loss or destruction of any materials provided by the Client, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by negligence, whether by act or omission, of Agency or any of its directors, officers, employees, agents or representatives to whom such confidential information has been provided. In such an event, Agency shall not be responsible for an amount in excess of the aggregate amount of all fees paid to Agency for services performed pursuant to this Agreement.

XIV. EMPLOYMENT OF AGENCY PERSONNEL

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

XV. TERMINATION

Either party hereto may terminate this agreement by giving ninety (90) days prior written notice thereof by certified mail or registered mail to the other party.

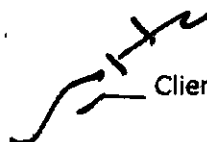
Notification of termination shall be delivered by registered mail as follows:

- If to MMGY Global, LLC:

Clayton Reid, President/CEO
MMGY Global, LLC
4601 Madison Avenue
Kansas City, Missouri, 64112

 Agency Initial

9

 Client Initial



• If to Client:

Bill Hanbury, CEO
c/o Victoria Isley
Bermuda Tourism Authority
675 Third Avenue, 20th Floor
New York, NY 10017

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.


XVI. TRANSFER & OWNERSHIP OF MATERIALS

Upon the termination of this Agreement and upon receipt by Agency of all amounts to which it is entitled from Client pursuant to this Agreement, Agency shall transfer, assign and make available to Client, or Client's representative, all property and materials in Agency's possession or control belonging to Client, without retaining any copies thereof unless approved by Client.

Agency shall also 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 duly released from such obligations.

Client shall own all rights to any advertising materials which are produced in finished form prior to the effective termination of this Agreement. Agency shall proceed promptly to complete production of any such materials during the notice period. However, at termination, any advertising concepts, layouts,

 Agency Initial

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sketches, mock-ups or other manifestations Client has not authorized Agency to produce shall remain the exclusive property of Agency, and Client shall be deemed to have released and assigned to Agency any copyright or other rights relating to such materials.


For any work involving photographers, videographers, models or any other talent, Agency will provide a written estimate of all costs and usage rights in advance. Such estimate must be approved in advance by Client prior to the start of any work. Agency will avoid the use of any talent requiring residual payments. All original artwork created by Client shall become the property of Client. Any artwork purchased by Agency shall be disclosed to Client as well as usage restrictions, if any. Client is willing to pay reasonable fees for photographers, models and crews. Agency agrees to source local production talent in Bermuda whenever possible, and strive to keep as much production budget as possible on-island.

XVII. ONLY AGREEMENT AND AMENDMENTS TO AGREEMENT

This Agreement shall supersede any prior Agreements between the parties, whether oral or written, and shall constitute the only Agreement between the parties. Any amendments or modifications to this Agreement shall be invalid unless made in writing and executed by the parties to this Agreement or authorized representatives thereof.

XVIII. JURISDICTION AND VENUE

If either party has any dispute directly or indirectly arising out of or relating to either party's performance pursuant to this Agreement, it shall be subject to the non-exclusive venue and jurisdiction of the courts situated in Jackson County, Missouri. The prevailing party in any such dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, whether as claimant or counter-claimant.

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11

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XIX. CHOICE OF LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri as if fully executed therein.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this 20 day of MARCH, 2015.

Bill Hanbury, CEO
Bermuda Tourism Authority

Clayton Reid, President/CEO
MMGY Global, LLC
Agency Initial
Client Initial



ADDENDUM A - SCOPE OF SERVICES

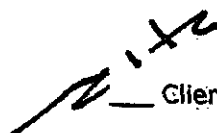
Strategic Planning, Account Management, and Administration

Partner with Client on the composition of the annual integrated marketing communications plan.

Activities include:

- Familiarize Agency personnel with Client's business, competition, and relevant marketing strategies;
- Provide Client with strategic, research-based creative strategy and recommendations;
- Advise Client on the formulation of marketing plans, including advertising campaigns;
- Prepare and submit to Client estimates of the cost of proposed advertising materials and programs;
- Manage all Agency projects, including the production of various creative concepts and delivery to media vehicles, to ensure adherence to Client expectations in regards to deadlines, cost, and quality;
- Provide direction and budgeting for capturing new creative assets and securing/editing existing assets to accompany recommended strategies and programs;
- Integrated media promotional planning and negotiation related to experiential marketing, social engagement, PR, digital, native and email;

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- Frequent and regular communication with in-house team and other partner agencies (social, public relations and global representation firms);
- Budget management and day-to-day administrative duties;
- Facilitate cooperative marketing programs, if applicable, in partnership with Client. Required submission and approval of all relevant program materials to cooperative partners is the responsibility of the Client;
- Participate in Client marketing meetings, conference calls, and presenting at stakeholder sessions as required.

Core Agency team

During the term of this agreement, and so long as each core team member remains employed by Agency (and, to the extent any team member leaves such employment during the term of this agreement, a suitable qualified replacement shall be provided), the Agency will ensure that the Client's core team will consist of the following individuals: Kim Lenox (Account team lead), Stewart Colovin (Brand creative lead), Lucas Cobb (Strategy lead) and Claire Bishop (Media lead).

Media and Administration

Plan and place all offline and digital media on Client's behalf.

Activities include:

- Employ Agency knowledge of the available media and means which can profitably be used to advertise your services, and formulation and recommendation of advertising program and media plans;

A handwritten signature in black ink, appearing to be 'AR'.

Agency Initial

14

A handwritten signature in black ink, appearing to be 'JL'.

Client Initial




- Evaluate new media opportunities as needed;
- Create a performance based, evolving mixed media annual plan; implement and manage with the ability to be nimble to market changes;
- Order media time and space for Client's advertising, and conduct post-buy analysis to verify achievement of mutually agreeable program objectives;
- Use Agency's best efforts to determine efficient and effective media mix, recommending appropriate media channels to adhere to specific goals and to secure media at the most advantageous rates, terms, and conditions available;
- Negotiate across all media channels with a strong focus on leveraging strategic added value;
- Check and verify insertions, displays, broadcasts, or other means used;
- Coordinate and integrate with in-house Client team and other Client agency partners;
- Monthly digital reporting, analysis and optimization recommendations;
- Monthly budget reviews, media verification and invoicing;
- Regular post-buy reporting and analysis.

Digital Media Ad Serving

Agency (through its 3rd party ad server) will provide Client with digital media ad serving of banners, text, rich media and e-mail. This enables agency to verify ad impressions and

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15

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performance, and report to client at agreed upon intervals.

Creative

Develop advertising concepts and associated creative adaptations in accord with the objectives set forth in the marketing plan; including the development and production of results-driven creative to support overall media strategy.

Provide Client with all creative work in a format for historic filing.

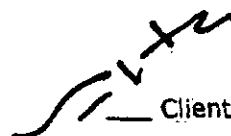
Production

Produce advertising, collateral, direct marketing and other production materials consistent with the requirements set forth in the marketing plan.

Analytics and Measurement

Provide Client with reporting and campaign analytics as defined by Client. Develop and implement procedures for measurement of the performance of the marketing and media plans. Integrate appropriate research programs and analytical tools to measure and report on the impact of executed media strategies and tactics

 Agency Initial

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Additional marketing services not mentioned in this Scope of Services shall be estimated and performed upon the written authorization by the Client per Addendum B.

OPTIONAL AGENCY SERVICES – AVAILABLE UPON REQUEST

Social Strategy and Media

Develop and implement a social media strategy for the Client, consisting of any or all of the following:

- Social Media Monitoring
- Strategic Planning
- Content Development
- Promotions/Activations Planning and Execution
- Channel Management
- Facebook Advertising
- Social Media Reporting

Public Relations

Develop and implement a comprehensive publicity and public relations program consistent with the requirements set forth in the marketing plan.

Paid Search

Agency will identify and purchase strategic search phrases on behalf of Client which are intended to expose links to Client's website on the first page of selected search engines and report results on an ongoing and timely basis.

Photography, Video and Editing

Agency will provide Client with photography, video or editing services as required by Client.

 Agency Initial

17

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Services to include:

- On-site shooting of new photography assets
- On-site video assets
- Editing of video footage
- Music rights
- Talent and usage fees

Web Development

Agency will provide Client with web development services as required by Client.

Web development services include:

- Audit & Analysis of existing website
- Website design and development
- Mobile design and development
- Website hosting and ongoing website maintenance

Search Engine Optimization (SEO)

Agency will provide Client with SEO services which are intended to provide Client with preferential positioning in selected search engines and report results on an ongoing and timely basis.

SEO Services include:

- Research keywords and phrases to select appropriate, relevant search terms.
- Recommend improvements to code and copy
- Submit Client's pages to search engines and directories.

Create positioning reports showing rankings in the major search engines and under which keywords.

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Link Building

Agency to utilize a link building strategy to improve the search engine rankings for Client's website. A link building program will consist of analysis of current links and acquisition of new high-quality links.

Direct and Database Marketing

Develop and implement direct, e-direct and SMS programs consistent with the requirements set forth in the marketing plan.

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ADDENDUM B - AGENCY COMPENSATION

Marketing Services Fee

Client agrees to pay Agency a marketing services fee of eighty five thousand dollars (\$85,000) monthly for three (3) months to compensate the Agency for Agency staff time devoted to strategic planning, account management, media management, digital program management, creative development, and account administration. This fee shall be due and payable on the first day of each month beginning March 1, 2015.

Beginning June 1, 2015, Client agrees to pay Agency a marketing services fee of seventy six thousand five hundred dollars (\$76,500) monthly to compensate the Agency for Agency staff time devoted to strategic planning, account management, media management, digital program management, creative development, and account administration.


Fee Services not included within the scope of work defined herein shall be estimated separately and billed incremental to the marketing services fee based on a blended rate of \$150 per hour.

Advertising Media Placements

All media space and time placed by Agency pursuant this Agreement shall be billed to Client at NET media rates without Agency commission.

Digital Media Ad Serving

Digital media ad serving expense shall be billed by Agency to Client at a flat cost-per-thousand (CPM) impressions for most ad serving. Ad serving for rich media will be estimated and approved in advance and billed on a project basis.

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Advertising Creative Charges

All creative (layout, copy, script writing) services associated with advertising, collateral, direct mail, or digital design performed by Agency on behalf of Client shall be billed as part of the marketing services fee.

Advertising Production Mark-up

All production services purchased by Agency from third-party vendors but performed under the direct supervision of Agency shall be billed at Agency cost. Agency and Client to discuss and mutually agree as to whether any fee adjustment is required after 6 months.


Analytics and Measurement

All Agency staff time on behalf of Client devoted to analytics and measurement shall be billed as part of the marketing services fee.

Incentive Compensation

For each 12-month period of the Agreement beginning June 1, 2015, the Agency and Client shall mutually agree upon annual goals. The incentive compensation is based upon a proposed fee of \$85,000 per month, of which the Agency agrees to defer 10% based on achieving certain mutually agreeable annual goals. Therefore, the monthly marketing services fee beginning June 1, 2015 will be \$76,500 per month. If, at the end of each such 12-month period, the goals are achieved, the Client will pay Agency the 10% deferred (\$102,000) plus 5% of the value of the marketing services fee due within that 12-month period (\$51,000) at year-end as a bonus, once achievements are audited and confirmed. If at the end of each such 12-month period, the

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goals are not achieved, Client will not owe the Agency any additional payment.

Marketing Research Services

Agency will provide Client a complimentary premium sponsorship for its quarterly travelhorizons™ study (a market value of \$27,500 annually). As a premium sponsor, Client would have the ability to insert two (2) proprietary questions into each survey wave, and would receive a report in electronic copy form. Client will also receive a complimentary copy of MMGY's signature research study, the Portrait of American Travelers™, each year of our Agreement.

All other marketing research services shall be estimated and billed on a project basis.

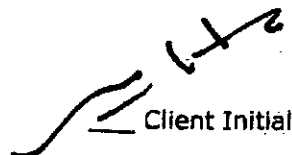
Shipping Costs

All shipping, express package or express mail charges incurred by Agency on behalf of the Client shall be billed to Client at cost.

Transportation, Lodging & Miscellaneous Expenses

Agency shall not charge Client for travel costs from our Orlando and Kansas City offices to the Agency's or Client's office in New York City. For all other travel costs, Client agrees to reimburse Agency at cost for all pre-approved transportation, lodging and miscellaneous reasonable travel expenses properly incurred by members of Agency's staff while traveling to perform services on behalf of Client in accordance with this agreement.

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Administrative Expenses

The marketing services fee shall compensate Agency for all ordinary administrative expenses including long distance telephone charges, fax charges, duplication charges and ordinary postage.

Initial Payment

An "Initial Payment" is required upon execution of this Agreement, after which the Agency will begin work. The Initial Payment required shall be eighty five thousand dollars (\$85,000) to be applied to the first month's marketing services fee.

OPTIONAL AGENCY SERVICES

Unless otherwise stated, the Agency shall provide all optional services to Client at the discounted blended rate of \$125 per hour and will be estimated separately and billed incremental to the marketing services fee.


Social Strategy and Media

All Agency staff time on behalf of Client devoted to social strategy services shall be estimated, approved and billed on a project basis.

Public Relations

All Agency staff time on behalf of Client devoted to public services shall be estimated, approved and billed on a project basis.

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Paid Search

Paid search services provided by Agency to Client shall be estimate and approved in advance and billed to Client at gross media rates inclusive of agency commission of 12%.

Photography, Video and Editing

All Agency staff time on behalf of Client devoted to photography, video and editing services outside of creative services monthly fee shall be estimate and approved in advance and billed on a project basis.

Web Development

All Agency staff time on behalf of Client devoted to web development services shall be estimate and approved in advance and billed on a project basis.

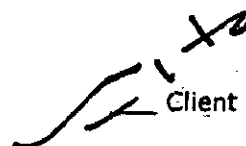
Search Engine Optimization (SEO)

All Agency staff time on behalf of Client devoted to SEO services shall be estimate and approved in advance and billed on a project basis.

Link Building

All Agency staff time on behalf of Client devoted to Link building services shall be estimate and approved in advance and billed on a project basis.

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