

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 <http://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: <http://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: <http://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, Counterespionage 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 Coyne Public Relations, LLC 5 Wood Hollow Road Parsippany, NJ 07054	2. Registration No. 6177
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3. Name of Foreign Principal Cayman Islands Department of Tourism	4. Principal Address of Foreign Principal Government Administration Building Box 134 133 Elgin Avenue Grand Cayman KY 1-9000, Cayman Islands
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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
Department of Tourism
- b) Name and title of official with whom registrant deals
Ruth Myles Director of Tourism

7. If the foreign principal is a foreign political party, state:

- a) Principal address
n/a
- 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.

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
September 26, 2016	Cathy Clarkin Vice President of Finance	/s/ Cathy Clarkin eSigned

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 <http://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: <http://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: <http://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, Counterespionage 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

Coyne Public Relations, LLC

2. Registration No.

6177

3. Name of Foreign Principal

The Cayman Islands Department of Tourism

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.

Coyne Public Relations will provide communications, public relations and marketing services to the Cayman Islands Department of Tourism as listed in, but not limited to, the attached contract.

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

Coyne Public Relations will provide communications, public relations and marketing services to the Cayman Islands Department of Tourism as listed in, but not limited to, the attached contract.

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 26, 2016	Cathy Clarkin Vice President of Finance	/s/ Cathy Clarkin 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.



THIS AGREEMENT is made the 7 April 2015 between THE CAYMAN ISLANDS DEPARTMENT OF TOURISM (CIDOT) of Government Administration Building, Box 134, 133 Elgin Avenue, Grand Cayman KY1-9000, Cayman Islands (hereinafter referred to as "the Principal") and Coyne Public Relations, LLC. of 5 Wood Hollow Road, Parsippany, NJ 07054 (hereinafter referred to as "Agency").

WHEREAS

1. The Principal wishes to engage the services of the Agency to provide communications, public relations and marketing services.

The Agency has agreed to provide the said services upon the terms and conditions set out below;

NOW THEREFORE IT IS AGREED as follows:

1. THE AGENCY'S SERVICES

Scope of Services. Agency will provide communications, public relations and marketing services to the Principal generally, which services will include but not be limited to the Services set out as Appendix I hereto (to be revised on at least an annual basis) (Services").

The Services shall be performed in accordance with specifications, schedules and other provisions set forth in Appendix I (as amended from time to time) and any mutually agreed work order. In performing the Services, Agency will comply with all applicable laws and regulations. Agency agrees to track actual hours by project and title, including a description of services rendered and the Principal contact in association with any and all work performed for Principal. Agency will report such information to Principal on a monthly basis, in a mutually agreed format.

2. CRISIS COMMUNICATIONS

2.1. If crisis communication services or other special projects outside of the agreed scope of work are required, the parties will mutually agree in advance as to the Scope of Work and an approved budget, which, unless otherwise mutually agreed, will use a blended hourly rate of \$250.00 USD, or fixed fee as pre-determined.

2.2. While Agency will use its best efforts to notify Principal including, if necessary, contacting Principal's United States Country Manager to have crisis communications expenditures approved in advance, Principal acknowledges that there is a possibility that Agency may need to act immediately on behalf of Principal, and in those emergency situations, Principal authorizes Agency, subject to 2.4 and 2.5 below to bill up to a maximum of \$5000.00USD for the "crisis" services it renders without obtaining prior approval by Principal.

2.3. Agency shall advise Principal when the \$5000.00USD sum has been reached, and Principal shall inform Agency in writing whether it wishes to continue authorizing such services.



Agency will keep track of the hours expended, and to the extent that additional charges above the retainer are generated pursuant to 2.4 and 2.5 below, invoices for such services shall be paid by Principal within forty-five (45) days from receipt of a proper invoice.

2.4. Crisis communications services which are rendered by Agency shall be charged against the monthly retainer until the total hours for all services rendered by Agency during any such month exceed \$26, 116 US Dollars. Thereafter, agency shall alert Principal that the monthly fee has been reached. Thereafter such crisis communications charges are billable to Principal.

3. APPROVALS

3.1. **Approval of Expenditures.** Before incurring any liability or making any commitment on Principal's behalf in excess of \$500 US Dollars, Agency will submit an estimate to Principal for approval. Wherever possible, approvals will be in writing (including email), but where circumstances require, approvals can be oral so long as written confirmation follows within two (2) business days. Approval of written estimates by Principal will constitute approval of the costs and charges included therein. If there is any change in the scope which results in an increase in the cost of an approved project greater than 10% of the original estimate then a new estimate must be submitted to Principal for its written approval.

3.2. **Vendor/Supplier Affiliation.** In the event that any such services are to be performed by or materials obtained from a vendor in which Agency or Agency personnel have any financial interest, disclosure of the relationship will be made to Principal in advance in writing. For jobs estimated to be in excess of (\$10,000) US Dollars Agency will provide up to three (3) competitive bids unless otherwise agreed in advance, in writing, by Principal.

3.3. **Approval of Materials.** Agency will furnish to Principal for its prior written approval (including by email) all public relations and communications materials prepared under this Agreement. No material shall be released without Principal's prior written approval

4. THE PRINCIPAL'S OBLIGATIONS

Provided the Agency is not in breach of the terms and conditions of this Agreement, the Principal shall make payment in accordance with section 5 below.

5. FEES

The Agency shall invoice the Principal on a quarterly basis in advance. Upon satisfactory delivery of the services specified in Appendix I, the Principal agrees to compensate the Agency by payment of the monthly fee of Twenty six thousand one hundred and sixty-six (\$26,166) US dollars on or about thirty (30) days' following the end of the month of service.



5.1. Travel time shall not be billed by the Agency unless services in relation to the Principal are performed during that period. All air travel shall be in economy class unless otherwise approved in advance by the Principal. The Principal shall be responsible for Agency's air travel from locations within the continental United States. All air travel originating from other destinations will be the sole responsibility of the Agency unless approved in advance by the Principal.

5.2. The Principal may choose to provide the Agency Representative with a fully insured rented vehicle for use while on island conducting business. The Principal will be responsible for the fuel to mobilize said vehicle. Principal will make every effort to obtain a vehicle which includes deductible coverage for the insurance. However in the event of an insurance claim on the rental car, Agency will be responsible for any deductible liability on the claim. The vehicle will only be for the use of a representative over the age of 25 years and properly licensed to operate a motor vehicle in the Cayman Islands.

5.3. The Agency shall provide the Principal with estimates of additional fees or costs required by the Contractor for the performance of additional projects on behalf of the Principal before work commences on additional projects. All additional fees not pre-approved by the Principal shall be the responsibility of the Agency. Arrangements for the payment of such additional fees or costs shall be agreed by both parties prior to the performance of such additional projects by the Agency.

5.4. Production Services. Principal shall reimburse Agency for its properly documented net cost for all pre-approved production services and materials Agency purchases from third-party suppliers, which expenses must be properly documented. Payment shall be due within 45 days of Principal's receipt of a proper invoice and reasonable documentation of charges.

6. OUT-OF-POCKET EXPENSES

6.1. The Principal shall reimburse the Agency for necessary out-of-pocket expenses and disbursements incurred in the performance of its obligations under this Agreement. Such expenses shall be billed to the Principal at cost and shall be supported by original invoices, bills, receipts and other appropriate documentation cross-referenced in a clear and legible manner to each invoice. Out of pocket expenses include, but are not limited to, ground transportation (taxi service or mileage and parking to and from home and the airport, to and from the hotel and the airport and between the hotel and the business locations for each associate), printing and shipping charges.

6.2. The Agency shall not incur out-of-pocket expenses without the prior approval of the Principal except in accordance with the agreed costings set out clause 4 above.

6.3. The Agency shall keep all original invoices, bills, receipts and other similar documentation received in the performance of its obligations under this Agreement. Agency will invoice Principal monthly for all incurred necessary out-of-pocket expenses.



6.4. The Principal may from time to time (but no more than once per calendar year) request to conduct an audit of the records produced by the Agency, such audit and all incidental costs to be wholly at the Principal's expense. Principal to give Agency ten (10) business days before such audit.

7. COPYRIGHT AND INTELLECTUAL PROPERTY

7.1. Agency shall retain ownership and proprietary rights of any and all generic software and generic materials brought to the region throughout the course of the contract. The Principal will retain proprietary interest in all customized software and materials created by Agency for the Principal under this contract.

7.2. All rights to any plans, themes, slogans and other creative work created by the Agency for the Principal in the performance of services under this Agreement either on its own or in conjunction with anyone else including the Principal which have been prepared on behalf of or formally submitted to Principal, shall be the property of the Principal and the Agency hereby assigns and transfers all its right, title and interest including any copyright to such intellectual property to the Principal.

7.3. Notwithstanding the foregoing, the Agency shall have the right during and after the term of this Agreement to retain copies of materials developed for the Principal for its own library and reference purposes and to utilize previously released materials developed for the Principal (not to include materials developed by the Principle without written consent) for reference purposes. Notwithstanding the preceding, Agency may not release any portion of the materials to the public without Principal's prior written consent.

8. CONFIDENTIALITY

Agency acknowledges its responsibility, both during and after the term of its appointment, to preserve the confidentiality of any proprietary or confidential information or data developed by Agency on behalf of Principal or disclosed by Principal to Agency ("Confidential Information"). Notwithstanding the above, Agency's obligation to maintain the confidentiality of any such information that it maintains in its possession or control shall not extend to information already in the public domain not as a result of improper disclosure by Agency, or to information that Agency must disclose in order to provide services to Principal (as long as each party that is given access to Confidential Information has first executed a non-disclosure agreement in favour of Principal with terms substantially similar to this section 8), or to information that Agency must disclose by order of law, and said obligation shall cease on the fifth anniversary of the termination of this Agreement. Upon expiration or termination of this Agreement, or earlier, if requested by Principal, Agency shall promptly return any and all confidential material and copies thereof to Principal. Agency's confidentiality obligation shall survive the termination or expiration of this Agreement. Agency may disclose such Confidential Information only to Agency's personnel or subcontractors with a need to know the specific information disclosed in connection with the potential utilization of such information on behalf of Principal PROVIDED THAT such personnel or subcontractors have agreed in writing to keep the Confidential Information confidential and to be bound by terms of confidentiality



similar to those set forth in this section 8 of this Agreement. Principal shall have similar obligation of confidentiality with regard all Confidential Information of Agency which Agency discloses to Principal.

Agency acknowledges that any unauthorized dissemination of the Confidential Information would cause irrevocable damage to Principal. Therefore, in the event of any breach of this Agreement by Agency, its agents, representatives or employees, Principal shall have the right, without limiting any other rights or remedies at law or in equity, to an immediate injunction enjoining such breach.

In the event that Agency is legally required by any court or governmental agency or authority, or pursuant to any subpoena, request for information, interrogatory, civil investigative demand, or similar process, to disclose any Confidential Information, Agency will promptly provide Principal with notice of such request so that Principal may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.

Agency agrees that its obligations contained herein apply also to its agents and employees, and to all of its parent, subsidiary and affiliated companies, and Agency agrees to similarly bind any such parties that may be exposed to Principal's Confidential Information.

9. TERM

9.1. This Agreement shall commence on May 1, 2015 and continue for a period of thirty-six [36] months, terminating on April 30, 2018. Renewal of this Agreement shall be for an additional twenty-four [24] months by the mutual consent of the parties. The parties mutually agree to meet approximately ninety (90) days' prior to the expiration of the term to discuss the possible extension of the term, including any alteration to the Agency compensation and scope of service.

9.2. Notwithstanding 9.1, either party may terminate the Agreement without cause by serving 30 days' notice in writing on the other party.

9.3. Either party may terminate this Agreement if the other party is in breach of its terms. In such a case the party who is not in breach shall serve on the other party a notice specifying the breach and calling upon the other party to correct the breach within 10 days. If the other party fails to correct the breach within 10 days the party who is not in breach may terminate the Agreement with immediate effect.

9.4. Notwithstanding any termination of this Agreement in accordance with section 9.2 the Principal shall pay the fees and properly authorized expenses incurred by the Agency pursuant to this Agreement up to the date of termination including expenses for services and/or material which the Agency has already committed to purchase in the performance of its obligations under this Agreement.

9.5. All prepayments of fees made by the Principal to the Agency shall be prorated to the date of termination of this Agreement if the date of termination date precedes the expiration of this Agreement.



10. REPORTS

The Agency shall submit monthly reports to the Principal setting out a summary of the key services and results obtained during the month, which report will be incorporated into Appendix 1. The Activity Report will include a summary of Agency time for the month broken down by project and title in a mutually agreed format. Principal to provide the Agency with a template for the Agency to use in order to create this report for the Principal. Electronic copies of each monthly report with the results of monthly deliverables should be submitted to the Principal monthly.

11. DISPUTE RESOLUTION

- 11.1. In the event of a dispute between the parties concerning any matter arising from or concerned with this Agreement, the parties shall use reasonable efforts to settle the dispute through negotiations conducted in good faith between the respective senior officers of the parties who have authority to settle same.
- 11.2. If the dispute is not settled through negotiations, the parties shall attempt to resolve the dispute by mediation with a mediator to be appointed by the Principal.
- 11.3. If the dispute is not resolved by mediation within 28 days of initiation of the procedure or such extended period as the parties may agree, either party may enforce any right or pursue any remedy, which it may have at law or in equity.

12. INDEPENDENT CONTRACTOR

- 12.1. The Agency shall act as an independent contractor and not as an employee of the Principal and has no authority to bind the Principal beyond the scope of work under this Agreement.
- 12.2. The Agency's personnel and any sub-contractor shall not be considered in any respect as being the employees or agent of the Principal.

13. FORCE MAJEURE

In the event of any strike, lock-out, enemy action, riot, civil commotion, fire, earthquake, hurricane or any other circumstances (whether or not of a similar nature to the foregoing) over which the Agency has no control which causes cessation of or substantial interference with the performance of the services of the Agency under this Agreement, the duty of the Agency to perform the said services shall forthwith be suspended until such circumstance shall have ceased and the Principal shall not be liable to make any payment under clauses 4 and 5 hereof in respect of the said period of suspension, PROVIDED that any time during the period of such suspension either party may serve upon the other one (1) months' notice of termination in writing.



14. JURISDICTION

This Agreement shall be governed and construed in accordance with the Laws of the Cayman Islands and in the event of a dispute the Laws of the Cayman Islands shall apply. The courts of the Cayman Islands shall have exclusive jurisdiction over any dispute between the parties, and the parties hereby waive any objection to venue being the Cayman Islands.

15. ENTIRE AGREEMENT

Each party hereto acknowledges that this Agreement constitutes the entire Agreement between the parties.

16. AMENDMENTS AND MODIFICATIONS

No amendment or modification of this Agreement shall be valid or binding on any party unless it is made in writing and signed by the parties concerned, and specifies the date on which the amendment shall come into operation.

17. WAIVER

The failure of either party to enforce at any time or for any period any one or more terms or conditions of this Agreement shall not be a waiver of its rights or of the rights at any time subsequently to enforce all terms and conditions of this Agreement.

18. NO CONFLICT

As a communications agency acting on the Principal's behalf, Agency owes the Principal a duty of loyalty. As such, for the duration of this Agreement and for six (6) months after its termination, Agency will not assist, represent or provide services to any other Caribbean travel destination, Caribbean tourism board or Caribbean resort, or any attraction of a Caribbean island, nation or municipality, including without limitation, Bahamas, Bermuda and Mexico without Principal's prior written consent, which may be withheld at the Principal's reasonable discretion.

19. NOTICES

Any notice or other communication required to be given under this Agreement shall be in writing and may be sent by registered post or facsimile to the following addresses:

Principal: Government Administration Building, Box 134, 133 Elgin Avenue, Grand Cayman, KY1-9000, Cayman Islands, Grand Cayman, KY1-9000, CAYMAN ISLANDS

Agency: Coyne Public Relations
5 Wood Hollow Road, Parsippany, NJ 07054



ATTN: Tom Coyne, CEO

20. WARRANTY AS TO AUTHORITY

- 20.1. **Full Authority.** Each party hereto represents and warrants to the other party that it has the legal power and authority to enter into and perform its obligations under this Agreement without violating the rights or obtaining the consent of any third party.
- 20.2. **No Violations.** Agency represents and warrants neither it nor any of its principals are in violation of or in default under any law or order applicable to Agency or the principals, the effect of which could reasonably be expected to be materially adverse to the business or condition of Principal.
- 20.3. **Agency Performance.** Agency's performance of this Agreement shall not violate any applicable law or regulation.
- 20.3.1. Except to the extent otherwise expressly described in an applicable Scope of Work and agreed in writing by Principal, each deliverable shall be the original work created by Agency, and Agency shall have free and clear title to each deliverable at all times prior to the effectiveness of its assignment to Principal under this Agreement, and Agency has and will obtain all necessary assignments and consents from its employees and applicable third parties necessary to effect the assignment of such deliverable to Principal, free and clear of any and all encumbrances;
- 20.3.2. All Services including deliverables under this Agreement shall conform in all respects to the specifications set forth in the applicable scope of work and shall be fit for the purposes for which they are intended.
- 20.3.3. All Services shall be performed in a professional and workmanlike manner in accordance with the highest industry standards.
- 20.3.4. John Gogarty and Lauren Mackiel are considered the key personnel for performance of Agency's services pursuant to this Agreement. Agency represents that no substitutions or substantial reductions in the time commitments of any key personnel shall be made without prior discussion with Principal and Principal's approval, which approval shall not unreasonably be withheld or delayed. In the event for any reason either John Gogarty or Lauren Mackiel are no longer employed by the Agency, the Agency shall promptly provide a substitute key person having a similar level of qualifications and who is satisfactory to the Principal.



21. Indemnities

Agency agrees to indemnify and hold Principal harmless with respect to any claims or actions by third parties against Principal based upon material prepared by Agency, involving any claim for ; (a.) libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by Principal to Agency; (b.) Agency's breach of this agreement; or (c.) Agency's negligence or willful misconduct.

Principal agrees to indemnify and hold Agency harmless with respect to any claims or actions by third parties against Agency based upon materials furnished by Principal and which are approved for release in a deliverable. Information or data obtained by Agency from Principal to substantiate claims made in advertising shall be deemed to be "materials furnished by Principal."

The various provisions of this Agreement are severable and if any provision is held invalid then such invalidity shall not affect the remaining provisions.

22. ASSIGNMENT

The Agency shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the Agency's rights, claims or obligations under this Agreement except with the prior written consent of the Principal.

23. PROVISIONS SEVERABLE

The various provisions of the is Agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of the Agreement.

A handwritten signature in black ink, appearing to read "Mike Sloan", is written over a horizontal line.

Mike Sloan
Chief Financial Officer
Coyne Public Relations. LLC.

A handwritten signature in black ink, appearing to read "Rosa Harris", is written over a horizontal line.

Rosa Harris
Director of Tourism
Cayman Islands Department of Tourism



Appendix I

\$314,000 for Coyne Public Relations and Social Fees

A \$20,000 Monthly PR Fee Includes:

- Initial immersion
- Program development
- Strategic counsel
- News Bureau featuring press releases, announcements, press pitches, opportunistic PR and Principal ideation – to be planned and budgeted within the monthly fee
- Targeted media list development and proactive/reactive pitching
- Desksides – host annual meeting with target media (includes booking media, draft press materials, attend, media follow-up)
- Ongoing press relations, bi-annual quarterly meet and greets with media
- Visiting Journalists – to be planned and budgeted within the monthly fee (Coyne support agreed upon in advance as not to exceed monthly budget)
- Sponsorship/partnership research and due diligence, spokesperson research (associated hard costs are considered out-of-pocket expenses)
- Review and initial feedback of existing crisis communication plan
- Crisis Communication: To the extent that Agency's services with regard to Crisis Communications are required, the parties shall mutually agree in advance in writing as to whether any additional compensation is payable to Agency, and if so, what that compensation should be. It is anticipated that the parties will use a blended rate of \$250.00 US Dollar per hour unless otherwise mutually agreed.
- Supplementary fee for Coyne travel (Principal meetings, events)

A \$6,166 Monthly Social Media Community Management Fee Includes:

- Social media review and analysis of existing channels including recommendation
- Monthly community management of active channels
- Content calendar/content creation
- Strategic counsel
- Monthly reporting
- Principal communications