

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 The Metro Vancouver Convention and Visitors Bureau, dba Tourism Vancouver | 4. Principal Address of Foreign Principal #210-200 Burrard Street Vancouver, B.C. V6C 3L6 |
|--|---|

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

Government of a foreign country.¹

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 Branch

b) Name and title of official with whom registrant deals
Ty Speer, President/CEO

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 | Name and Title | Signature |
|--------------------|------------------------------------|---|
| September 19, 2017 | Misti Borchers, Accounting Manager | /s/ Misti Borchers 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 <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

The Metro Vancouver Convention and Visitors Bureau, dba Tourism Vancouver

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 branding services, including research study and assistance in brand launch, to promote tourism in Vancouver.

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
TOURISM VANCOUVER**

Prepared by

MMGY Global, LLC

Kansas City, Missouri

Orlando, Florida

New York, New York

Denver, Colorado

November 15, 2016

Agency Initial

Client Initial



AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of Nov, 2016 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 The Metro Vancouver Convention and Visitors Bureau d/b/a Tourism Vancouver with offices at #210 - 200 Burrard Street Vancouver, B.C. V6C 3L6 (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 a non-exclusive marketing services agency and authorizes Agency to act as its agent in accord with the terms stipulated in this Agreement. This appointment becomes effective October 3, 2016 and upon receipt of the Initial Payment by Agency, and shall remain in full force and effect until terminated pursuant to Paragraph XV.

II. SCOPE OF SERVICES

Agency shall perform the following 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 as appropriate. Any revisions to the scope of services may necessitate a revision in Agency compensation.

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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.

IV. ADVERTISING

Any advertising authorized by Client and 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. Agency shall be obligated to place media insertions per the Client-approved schedule only upon receipt of payment in full in advance of such placements.

V. MEDIA LIABILITY

When applicable, Client agrees to assume full financial liability for properly authorized insertions for any 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 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

When applicable, 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

 Agency Initial

 Client Initial



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 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. Furthermore, Agency acknowledges that Client shall remain the sole and exclusive owner of proprietary research and data provided to Agency for confidential review pursuant to Services rendered.

 Agency Initial

 Client Initial




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. Furthermore, Client acknowledges that Agency shall remain the sole and exclusive owner of proprietary research and data licensed for use by Client for analytical purposes by Agency pursuant to Services rendered.

VIII. GENERAL TERMS

Any invoice for which Agency has not received payment by the specified due date (30 days from the date of invoicing) 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 receipt of the appropriate invoice. Should delinquent invoices remain unpaid by Client 60 days past the due date, 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 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 cost of defending any legal action that may be brought or threatened

 Agency Initial

 Client Initial



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 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 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 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 incurred including reasonable attorney fees.

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, Agency shall not be liable to Client or anyone claiming by, through, or under Client for

 Agency Initial

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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 for the applicable Work Product which is the subject of Client's claim.

XI. COMPLIANCE WITH EMPLOYMENT LAWS: NON-DISCRIMINATION

Agency shall use its best efforts to 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 use their best efforts to comply with all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment. Each party agrees to indemnify the other for

 Agency Initial

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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 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 Agency's negligence. 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.

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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

- If to Tourism Vancouver:

Ty Speer, President/CEO
The Metro Vancouver Convention & Visitors Bureau
#210 - 200 Burrard Street
Vancouver, B.C. V6C 3L6

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 execution of primary research initiatives whose dates fall within the notice period.

XVI. TRANSFER OF OWNERSHIP

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

 Agency Initial

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property and materials in Agency's possession or control belonging to 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, 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.

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 exclusive venue and jurisdiction of the courts situated in Jackson County, Missouri. The prevailing party in any such dispute shall be entitled to

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.

Agency Initial

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recover its reasonable attorney's fees and costs from the non-prevailing party, whether as claimant or counter-claimant.

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 15 day of November, 2016.

Ty Speer, President/CEO
Tourism Vancouver

Clayton Reid, President/CEO
MMGY Global, LLC

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ADDENDUM A - SCOPE OF SERVICES

Agency shall perform the following services on behalf of Client pursuant to this Agreement.

Brand Analysis & Architecture

Agency shall perform and deliver the following:

Brand Analysis

- Site visit and stakeholder interviews
- Product and competitive set audits
- Internal assessment
- Analysis of data from the *Portrait of American Travelers*[®] study as well as DK Shifflet data

Qualitative Research

Agency shall conduct eight (8) consumer triad interviews in two (2) visitor origin markets, Los Angeles and Chicago (four triads per market, three people per triad group). Participants will be screened per the client-approved screening criteria.

Quantitative Feeder Market Survey

Agency shall conduct a custom online survey targeting past and prospective visitors from the U.S., U.K., China, and Australia. Survey will include sample size of 800 in the U.S. and 400 each in the U.K, Australia and China. Additional markets for this survey distribution and data collection (ex. Mexico) may be authorized in advance by separate project agreement and shall be billed incremental to this Agreement on mutually agreeable terms.

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Quantitative Resident Survey

Agency will create a custom online survey targeting residents of Vancouver. This survey will be hosted on the Tourism Vancouver website, and would be displayed to every nth visitor to the site. The first question will serve as a screen to ensure the respondent is a Vancouver resident.

Brand Architecture & Anthem

- Development of brand architecture inclusive of
 - Brand Essence
 - Brand Values
 - Brand Promise
 - Brand Experience
 - Brand Voice
- Positioning Statement
- Development of brand anthem (video); *internal use only*
- Documentation in the form of a Brand Blueprint

Account Leadership/Brand Integration

- Project management and administration
- Preparation and presentation of agency recommendations

Brand Announcement and Supporting Materials

Agency agrees to:

- Assist in the launch presentation of the brand analysis, brand architecture, and brand anthem to local stakeholders and tourism industry representatives;

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- Provide a modified version of the brand anthem, to include testimonial segments from key executives (to be provided by Client) and minor updates to messaging as requested;
- Provide Agency support in the creation of two versions of the brand presentation deck, designed for ownership and staff announcements.

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OPTIONAL 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;
- 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 to ensure adherence to Client expectations in regards to deadlines, cost, and quality;
- 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 as required;


Media and Administration

Plan and place all media on Client's behalf, including offline media, digital media and search marketing.

Activities include:

- Employ Agency knowledge of the available media and means which can profitably be used to advertise your

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services, and formulation and recommendation of advertising program and media plans;

- 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 secure media at the most advantageous rates, terms, and conditions available;
- Check and verify insertions, displays, broadcasts, or other means used;

Website Development

Agency to design and develop a corporate website for the new corporate entity as directed and approved by Client.

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.

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

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- Submit Client's pages to search engines and directories.
- Create positioning reports showing rankings in the major search engines and under which keywords.

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 performance, and report to client at agreed upon intervals.

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.

Advertising Concepts

Develop advertising concepts and associated creative adaptations in accord with the objectives set forth in the marketing plan. All creative development will be estimated separately and billed incremental to the Marketing Services Agreement per Addendum B.

Advertising Production

Produce advertising materials consistent with the requirements set forth in the media plan. All production services will be estimated separately and billed incremental to the Marketing Services Agreement per Addendum B.

Direct and Database Marketing

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

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plan. If directed by Client, provide database management services as needed. All direct and database marketing will be estimated separately and billed incremental to the Marketing Services Agreement per Addendum B.

Analytics and Measurement

Provide Client reporting and campaign analytics as defined by Client. Develop and implement procedures for measurement of the performance of the marketing and media plans. All analytics and measurement will be estimated separately and billed incremental to the Marketing Services Agreement per Addendum B.

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
- Creative Development
- 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. All public relations services will be estimated separately and billed incremental to the Marketing Services Agreement per Addendum B.

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

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ADDENDUM B – AGENCY COMPENSATION

Client agrees to pay Agency a fee of one hundred eighty-nine thousand U.S. dollars (\$189,000) to compensate the Agency for Agency staff time devoted to the Scope of Services detailed in Phase 1 of Addendum A.

- Brand Analysis - \$37,500 USD
- Qualitative Research - \$29,000 USD
- Quantitative Feeder Market Survey - \$76,000 USD
- Quantitative Resident Survey - \$6,000 USD
- Brand Architecture & Standards - \$40,500 USD

Total = \$189,000 USD


This fee shall be due and payable according the following schedule:

- Initial payment of thirty-seven thousand five hundred U.S. dollars (\$37,500) due on November 15, 2016;
- Sixty thousand U.S. dollars (\$60,000) due upon approval of research services.
- Fifty-one thousand U.S. dollars (\$51,000) due upon the completion of all research deliverables.
- Final payment of forty thousand five hundred U.S. dollars (\$40,500) due upon the completion of final deliverables.

Any additional services performed by Agency on behalf of Client shall be estimated and authorized in advance 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.

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Transportation, Lodging & Maintenance Expenses

Client agrees to reimburse Agency at cost for all pre-approved transportation, lodging and maintenance expenses incurred by members of Agency's staff while traveling to perform on behalf of Client.

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 thirty-seven thousand five hundred U.S. dollars (\$37,500).

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 Client Initial