

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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant MMGY Global, LLC	2. Registration Number 6492
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3. Primary Address of Registrant
7309 W. 80th Street, #400, Overland Park, KS 66204

4. Name of Foreign Principal Association for the Promotion of the Autonomous Region of Madeira	5. Address of Foreign Principal Ruados-Aranhas, 24-26, 9000-044 Funchal PORTUGAL
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6. Country/Region Represented
PORTUGAL

7. Indicate whether the 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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Tourism
- b) Name and title of official(s) with whom registrant engages
Antonio Gabriel de Castro Gonyalves - Member of the Board of Directors

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.

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

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
05/07/2025	Misti Borchers	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Misti Borchers
_____	_____	<input data-bbox="886 489 954 531" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 699" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
05/07/2025	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

MMGY Global, LLC

2. Registration Number

6492

3. Name of Foreign Principal

Association for the Promotion of the Autonomous Region of Madeira

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/07/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide public relations and promotion services to promote Madeira as a travel destination to North Americans.

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

Refer to above

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


EXECUTION

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Date	Printed Name	Signature
05/07/2025	Misti Borchers	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Misti Borchers
_____	_____	<input data-bbox="889 541 959 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 672" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 959 760" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
05/07/2025	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____



Associação
de Promoção
da Madeira



Rua dos Aranhas, 24-26
9000-044 Funchal - Portugal

geral@ap-madeira.pt
www.madeirapromotionbureau.com

CONTRATO PARA A AQUISIÇÃO DE SERVIÇOS DE UMA AGÊNCIA DE REPRESENTAÇÃO, JUNTO DO TRADE, NO CANADÁ

Entre: _____

Associação de Promoção da Região Autónoma da Madeira, pessoa coletiva n.º 511 236 077, com sede na Rua dos Aranhas, n.º 24, 9000-044 Funchal, representada, neste ato, por António Gabriel de Castro Gonçalves, por delegação do Vice-Presidente da Associação de Promoção da Madeira, na qualidade de Vogal da Direção da Associação de Promoção da Madeira, e por Sara Patrícia Sousa Olim Marote, por delegação do Presidente da Associação de Promoção da Madeira, na qualidade de Diretora Executiva, com poderes para obrigar esta outorgante, adiante, abreviadamente, designada por **Primeira Outorgante** ou **APM**; e _____

MMGY GLOBAL, LLC., sociedade de responsabilidade limitada registada no Estado do Delaware, Estados Unidos da América, sob o número 45-4094535, com sede em 7309 W 80th Street, Suite 400, Overland Park, KS 66204, Estados Unidos da América, representada, neste ato, por Hugh McConnell, na qualidade de CFO da sociedade, com poderes para o ato, adiante abreviadamente designada por **Segunda Outorgante** ou **MMGY**; _____

É, livremente e de boa-fé, celebrado e reciprocamente aceite pelas partes, na sequência da decisão de adjudicação e de aprovação da minuta do contrato da Direção da APM, de 26 de fevereiro de 2025, o presente contrato de aquisição de serviços, que se rege nos termos e condições previstas nas cláusulas seguintes: _____

CLÁUSULA PRIMEIRA: (OBJETO DO CONTRATO)-----

O presente contrato tem por objeto a aquisição de serviços de uma agência de representação, junto do trade, no Canadá, nos termos melhor descritos no Caderno de Encargos (cfr. Anexo II deste contrato), em conformidade com a proposta da Segunda Outorgante, nos termos em que foi adjudicada, que aqui se dá por integralmente reproduzida, e faz parte integrante do presente contrato como Anexo I. -----



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CLÁUSULA SEGUNDA: -----

(ELEMENTOS INTEGRANTES E INTERPRETAÇÃO DO CONTRATO)-----

1. Na execução do presente contrato observar-se-ão as cláusulas do contrato e o estabelecido em todos os documentos que dele fazem parte integrante.-----
2. Para efeitos do disposto no número anterior, consideram-se integrados no contrato:-
 - a) O Programa do Concurso, o Caderno de Encargos e respetivos anexos, publicados na plataforma eletrónica de contratação pública, acinGov, a 20 de janeiro de 2025, e o Convite à apresentação de propostas e respetivos anexos, publicados na plataforma eletrónica de contratação pública, acinGov, a 13 de fevereiro de 2025, que aqui se juntam e se dão por integralmente reproduzidos, e que fazem parte integrante do presente Contrato como Anexo II;-----
 - b) A proposta apresentada pela Segunda Outorgante, na plataforma eletrónica de contratação pública, acinGov, a 19 de fevereiro de 2025 (cfr. Anexo I).-----
3. A resolução de divergências entre os vários documentos que se consideram integrados no contrato, sempre que não possam ser solucionados pelos critérios legais de interpretação, será operada recorrendo ao disposto nos artigos 96.º, 99.º e 101.º do Código dos Contratos Públicos, aprovado pelo Decreto-Lei n.º 18/2008, de 29 de Janeiro (doravante, apenas CCP).-----
4. Neste sentido, em caso de divergência entre os documentos referidos no n.º 2 da presente cláusula, a prevalência, entre eles, é determinada pela ordem pela qual são indicados nesse número.-----

CLÁUSULA TERCEIRA: (PREÇO CONTRATUAL E CONDIÇÕES DE PAGAMENTO)--

1. A Segunda Outorgante obriga-se a executar, pelo valor global de € 178.000,00 (cento e setenta e oito mil euros), todos os trabalhos necessários à realização de todas as prestações que constituem o objeto deste contrato, ao qual acresce o I.V.A. à taxa legal em vigor.-----
2. A aquisição de serviços é contratada em regime de “Preço Fixo”, isto é, o preço dos serviços é fixado adiantadamente em quantia certa, correspondente ao valor necessário à realização de todos os trabalhos inerentes à execução da totalidade do objeto do presente concurso, não havendo lugar a qualquer tipo de revisão de honorários ou de preços.-----



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3. Pela prestação dos serviços objeto dos contratos a celebrar, bem como pelo cumprimento das demais obrigações constantes do presente Caderno de Encargos, a APM pagará à Segunda Outorgante o preço constante da proposta adjudicada, acrescido de IVA à taxa legal em vigor.-----

4. O preço contratual, que resulta da multiplicação do preço fixo mensal, indicado na proposta da Segunda Outorgante (cfr. Anexo II), pelo número de meses de execução do contrato, inclui todos os custos, encargos e despesas cuja responsabilidade não estejam expressamente atribuída à Primeira Outorgante, abrangendo a execução de todas as prestações que constituem o objeto do contrato, será pago mensalmente em frações de igual valor, correspondentes aos meses da execução dos serviços.-----

5. As frações do preço contratual, referidas no número anterior, serão pagas após o envio da fatura, nos termos do número seguinte, que deverá ser emitida no último dia do mês relativo ao qual os serviços foram executados, não sendo admitidos adiantamentos por conta dos serviços a prestar.-----

6. A Segunda Outorgante deverá emitir e enviar a(s) fatura(s) referida(s) nos números anteriores para os seguintes endereços de e-mail: goncalofreitas@ap-madeira.pt, carlaandrade@ap-madeira.pt e ligiagomes@ap-madeira.pt e nela(s) inscrever os seguintes elementos obrigatórios:-----

- **Descrição:** "Pagamento de prestação mensal, devido ao abrigo do disposto no n.º 4 da Cláusula 5.ª do Caderno de Encargos, em anexo ao Contrato para a aquisição de serviços de uma agência de representação, junto do trade, no Canadá";-----

- **Nome:** Associação de Promoção da Região Autónoma da Madeira;-----

- **Morada:** Rua dos Aranhas, n.ºs 24-26, 9000-044 Funchal;-----

- **NIPC:** 511 236 077; e-----

- **Referência idok n.º 27/2025.**-----

7. Após a receção das faturas, nos termos constantes dos números anteriores, e depois de verificada a sua conformidade com o disposto no contrato, os montantes que resultem daqueles documentos serão pagos através de transferência bancária para o IBAN que a Segunda Outorgante indicar na(s) respetiva(s) fatura(s), no prazo máximo de 60 (sessenta) dias a contar da data da respetiva emissão, sem prejuízo do disposto no número seguinte.-----

8. Em caso de discordância, por parte da APM, quanto aos valores indicados nas faturas ou quanto à insuficiência de evidências, deve esta comunicar à Segunda Outorgante,



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por escrito, os respetivos fundamentos, ficando esta obrigado a prestar os esclarecimentos necessários ou proceder à emissão de nova fatura corrigida ou entrega de novas evidências.-----

9. Sempre que aplicável, a Segunda Outorgante deverá preencher e entregar à APM, devidamente preenchido, o formulário/modelo 21-RFI relativo à dispensa total ou parcial de retenção na fonte do imposto português, quando o beneficiário do rendimento seja residente em país com o qual Portugal tenha celebrado Convenção para Evitar a Dupla Tributação, conforme melhor explicado no link:-----

https://drive.google.com/drive/folders/1kyOVxQebGi_cTwldbGLggvW3IBXhqRdV?usp=sharing; o incumprimento desta obrigação implica o não pagamento das quantias que sejam devidas à Segunda Outorgante ao abrigo do presente contrato.-----

10. O atraso no pagamento de qualquer fatura não autoriza a Segunda Outorgante a invocar a exceção de não cumprimento de qualquer das obrigações que lhe incumbem por força do contrato.-----

CLÁUSULA QUARTA: (LOCAL E PRAZO DE EXECUÇÃO DO CONTRATO)-----

1 As prestações que integram o objeto do contrato a celebrar terão de ser integral e pontualmente cumpridas, pela Segunda Outorgante, de 1 (um) ano/12 (doze) meses, a contar da data da assinatura do contrato, sem prejuízo da respetiva produção de efeitos, renovável nos termos descritos no número seguinte.-----

2. O prazo de vigência do contrato, referido no número anterior, poderá ser prorrogado 1 (uma) vez, por período idêntico e sucessivo, de 1 (um) ano/12 (doze) meses, caso nenhuma das partes o denuncie, por carta registada com aviso de receção, com uma antecedência mínima de 30 (trinta) dias em relação ao termo do prazo inicial.-----

3. A denúncia do contrato, nos termos constantes do número anterior, não confere às partes contratantes nenhum direito a indemnização.-----

4. Do disposto nos n.ºs 1 e 2 da presente cláusula resulta que o prazo, máximo, de vigência, máximo, do contrato é de 2 (dois) anos/24 (vinte e quatro) meses, incluindo-se neste prazo a prorrogação do prazo de execução das prestações, prevista no n.º 2 desta cláusula.-----

5. Os locais de execução das prestações que integram o objeto do contrato são a Região Autónoma da Madeira e o Canadá.-----



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CLAUSULA QUINTA: (LEGISLACAO E RESOLUI;AO DE CONFLITOS)-----

1. Para a resolu9ao de todos os litfgios decorrentes do contrato fica estipulada a competencia do Tribunal Administrativo e Fiscal do Funchal, com expressa renuncia a qualquer **outra**.-----

2. A execu9ao do presente contrato rege-se exclusivamente pela Legislaç;ao Portuguesa, em especial pelo Decreto-Lei n.º 18/2008, de 29 de janeiro, e pelo Decreto Legislative Regional n.º 34/2008/M, de 14 de agosto.-----

CIAUSULA SEXTA: (GESTOR DO CONTRATO)-----

Nos termos e para os efeitos previstos no artigo 290.º-A do C6digo dos Contratos Publicos, aprovado pelo Decreto-Lei n.º 18/2008, de 29 de janeiro, a APM designa a Rosalina Mary Bayntun, Consultora de Contas, como gestora do contrato.-----

O ttulo contratual vai celebrado em dois exemplares e tern 6 (seis) clausulas escritas em 5 (cinco) paginas, por todos rubricados, **a** exceç;ao da ultima, por canter as assinaturas e por 2 (dois) anexos, com 83 (oitenta e tres) paginas.

Funchal, 07 de mar90 de 2025

A Primeira Outorgante

A Segunda Outorgante

DocuSigned by:
Gabriel Gonçalves
2A39542310D8454...

Antonio Gabriel de Castro Gonyalves
Vogal da Direç;ao da
Associaç;ao de Promoç;ao da Madeira

Hugh McConnell
CFO

DocuSigned by:

LL01480
Sara Patricia Sousa Clim Marote
Diretora Executiva da
Associaç;ao de Promoç;ao da Madeira



Associação
de Promoção
da Madeira



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**CONTRATO PARA A AQUISIÇÃO DE SERVIÇOS DE UMA AGÊNCIA DE
REPRESENTAÇÃO, JUNTO DO TRADE, NO CANADÁ**

ANEXO I

- A proposta apresentada pela Segunda Outorgante, na plataforma eletrónica de contratação pública, acinGov, a 19 de fevereiro de 2025, com 27 (vinte e sete) páginas.



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CONTRATO PARA A AQUISIÇÃO DE SERVIÇOS DE UMA AGÊNCIA DE REPRESENTAÇÃO, JUNTO DO TRADE, NO CANadá

ANEXO II

- O Programa do Concurso, o Caderno de Encargos e respetivos anexos, publicados na plataforma eletrónica de contratação pública, acinGov, a 20 de janeiro de 2025, e o Convite à apresentação de propostas e respetivos anexos, publicados na plataforma eletrónica de contratação pública, acinGov, a 13 de fevereiro de 2025, com 56 (cinquenta e seis) páginas.



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**CONTRACT FOR THE ACQUISITION OF SERVICES OF A REPRESENTATIVE
AGENCY, WITH THE TRADE, IN CANADA**

Between: _____

Association for the Promotion of the Autonomous Region of Madeira, legal person no. 511 236 077, with registered office at Rua dos Aranhas, no. 24, 9000-044 Funchal, represented, in this act, by António Gabriel de Castro Gonçalves, by delegation of the Vice-President of the Madeira Promotion Association, as Member of the Board of the Madeira Promotion Association, and by Sara Patrícia Sousa Olim Marote, by delegation of the President of the Madeira Promotion Association, as Executive Director, with powers to bind this grantor, hereinafter referred to as **First Party** or **APM**; and _____

MMGY GLOBAL, LLC., limited liability company registered in the State of Delaware, United States of America, under company number 45-4094535, with its registered office at 7309 W 80th Street, Suite 400, Overland Park, KS 66204, United States of America, represented hereby by Hugh McConnell, in his capacity as CFO of the company, with powers to do so, hereinafter referred to as **Second Party** or **MMGY**; _____

This contract for the acquisition of services is freely and in good faith entered into and reciprocally accepted by the parties, following the decision to award and approve the draft contract of the APM Board of Directors, of 26 February 2025, which is governed by the terms and conditions set out in the following clauses: _____

FIRST CLAUSE: (OBJECT OF THE CONTRACT)-----

The purpose of this contract is the acquisition of services from a representative agency, with the trade, in Canada, under the terms better described in the Specifications (cfr. Annex II of this contract), in accordance with the proposal of the Second Party, under the terms in which it was awarded, which is hereby reproduced in full, and is an integral part of this contract as Annex I. -----



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CLAUSE TWO: -----
(INTEGRAL ELEMENTS AND INTERPRETATION OF THE CONTRACT)-----

- 1. In the execution of this contract, the clauses of the contract and the provisions of all the documents that are an integral part of it will be observed.-----
- 2. For the purposes of the preceding paragraph, the following are considered to be part of the contract:-
 - a) The Tender Programme, the Tender Specifications and their annexes, published on the electronic public procurement platform, acinGov, on 20 January 2025, and the Call for Proposals and their annexes, published on the electronic public procurement platform, acinGov, on 13 February 2025, which are attached here and are hereby reproduced in full, and which form an integral part of this Agreement as Exhibit II;-----
 - b) The proposal presented by the Second Party, on the electronic public procurement platform, acinGov, on February 19, 2025 (cfr. Annex I).-----
- 3. The resolution of discrepancies between the various documents that are considered to be part of the contract, whenever they cannot be resolved by the legal criteria of interpretation, will be carried out using the provisions of articles 96, 99 and 101 of the Public Procurement Code, approved by Decree-Law no. 18/2008, of 29 January (hereinafter, only CCP). -----
- 4. In this sense, in the event of a discrepancy between the documents referred to in paragraph 2 of this clause, the prevalence between them shall be determined by the order in which they are indicated in that paragraph.-----

CLAUSE THREE: (CONTRACTUAL PRICE AND PAYMENT TERMS)--

- 1. Party B undertakes to perform, for the total amount of € 178,000.00 (one hundred and seventy-eight thousand euros), all the works necessary to carry out all the services that are the object of this contract, to which is added the VAT at the legal rate in force.
- 2. The acquisition of services is contracted on a "Fixed Price" basis, i.e., the price of the services is fixed in advance in a certain amount, corresponding to the amount necessary to carry out all the work inherent to the execution of the entire object of this tender, with no revision of fees or prices.



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3. For the provision of the services subject to the contracts to be concluded, as well as for the fulfillment of the other obligations contained in these Specifications, APM will pay Party B the price set out in the awarded proposal, plus VAT at the legal rate in force.

4. The contractual price, which results from the multiplication of the fixed monthly price, indicated in the proposal of the Second Party (cfr. Annex II), for the number of months of execution of the contract, includes all costs, charges and expenses for which responsibility is not expressly attributed to the First Party, covering the performance of all the services that constitute the object of the contract, will be paid monthly in instalments of equal value, corresponding to the months of the performance of the services.-----

5. The fractions of the contractual price, referred to in the previous paragraph, shall be paid after the invoice has been sent, in accordance with the following paragraph, which shall be issued on the last day of the month in which the services were performed, and advances on account of the services to be provided shall not be accepted.-----

6. The Second Party must issue and send the invoice(s) referred to in the previous numbers to the following e-mail addresses: goncalofreitas@ap-madeira.pt, carlaandrade@ap-madeira.pt and ligiagomes@ap-madeira.pt and enter the following mandatory elements therein: -----

- **Description:** "Payment of a monthly instalment, due under the provisions of paragraph 4 of Clause 5 of the Tender Specifications, attached to the Contract for the acquisition of services from a representation agency, with the trade, in Canada";-----

- **Name:** Association for the Promotion of the Autonomous Region of Madeira;-----

- **Address:** Rua dos Aranhas, n.ºs 24-26, 9000-044 Funchal;-----

- **NIPC:** 511 236 077; and-----

- **Idok Reference No.** 27/2025.-----

7. Upon receipt of the invoices, under the terms set out in the previous paragraphs, and after verifying their compliance with the provisions of the contract, the amounts resulting from those documents will be paid by bank transfer to the IBAN that Party B indicates in the respective invoice(s), within a maximum period of 60 (sixty) days from the date of their issue, without prejudice to the provisions of the following paragraph.

8. In case of disagreement, on the part of APM, regarding the amounts indicated in the invoices or regarding the insufficiency of evidence, it must communicate to Party II,



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in writing, the respective grounds, and the latter is obliged to provide the necessary clarifications or issue a new corrected invoice or deliver new evidence.

9. Whenever applicable, ~~Party B must complete and deliver to APM, duly completed, the form/model 21-RFI regarding the total or partial exemption from withholding tax Portuguese, when the beneficiary of the income is resident in a country with which Portugal has entered into a Double Taxation Convention, as further explained in the link:-~~

https://drive.google.com/drive/folders/1kyOVxQebGi_cTwldbGLggvW3IBXhqRdV?usp=sharing; failure to comply with this obligation implies the non-payment of the amounts due to Party B under this contract.-----

10. Late payment of any invoice does not entitle Party B to invoke the objection of non-compliance with any of its obligations under the contract.

CLAUSE FOUR: (PLACE AND TERM OF EXECUTION OF THE CONTRACT)-----

1 The services that are part of the object of the contract to be entered into must be fully and punctually fulfilled, by Party A, within 1 (one) year/12 (twelve) months, from the date of signature of the contract, without prejudice to the respective production of effects, renewable under the terms described in the following paragraph.-----

2. The term of the contract, referred to in the previous paragraph, may be extended 1 (one) time, for an identical and successive period, of 1 (one) year/12 (twelve) months, if neither party terminates it, by registered letter with acknowledgement of receipt, at least 30 (thirty) days in advance of the end of the initial period.-----

3. The termination of the contract, under the terms set out in the preceding paragraph, does not confer on the contracting parties any right to compensation.-----

4. From the provisions of paragraphs 1 and 2 of this clause, it follows that the maximum term of the contract is 2 (two) years/24 (twenty-four) months, including the extension of the period for the performance of the services, provided for in paragraph 2 of this clause.

5. The places of ~~performance of the services that are part of the object of the contract~~ are the Autonomous Region of Madeira ~~and Canada~~.-----



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CLAUSE FIVE: (LEGISLATION AND RESOLUTION; CONFLICT ADDRESS)-----

1. For the resolution of all disputes arising from the contract, the jurisdiction of the Administrative and Fiscal Court of Funchal is stipulated, with express waiver of any other. -----

2. The performance of this contract is governed exclusively by the Legislation; to Portuguesa, in particular by Decree-Law no.º 18/2008, of 29 January, and by Regional Legislative Decree no.º 34/2008/M, of 14 August.-----

Clause SIX: (contract manager)-----

Under the terms and for the purposes provided for in article 290.0-A of the Public Procurement Code, approved by Decree-Law no.º 18/2008, of 29 January, APM appoints Rosalina Mary Bayntun, Account Consultant, as contract manager.-----

The contractual title shall be concluded in two copies and shall have six (6) clauses written on five (5) pages, initialled by all, except<; to the latter, for signing the signatures and for 2 (two) annexes, with 83 (eighty-three) pages.

Funchal, 07 Mar90, 2025

The First Party

The Second Party

DocuSigned by:
Gabriel Gonçalves
2A39542310D8454...

Antonio Gabriel de Castro Gonyalves

Hugh McConnell

Member of the Dire<; to the Associate<; to Promo<; to that of Madeira

CFO

IDocuSigned by:

Read_01480
Sara Patricia Sousa Clim Marote
Executive Director of Associate<; to Promo<; to that of Madeira



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**CONTRACT FOR THE ACQUISITION OF SERVICES OF A REPRESENTATIVE
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ANNEX I

- The proposal presented by Party B, on the electronic public procurement platform, acinGov, on February 19, 2025, with 27 (twenty-seven) pages.



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**CONTRACT FOR THE ACQUISITION OF SERVICES OF A REPRESENTATIVE
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ANNEX II

- The Tender Programme, the Tender Specifications and their annexes, published on the electronic public procurement platform, acinGov, on 20 January 2025, and the Call for Proposals and their annexes, published on the electronic public procurement platform, acinGov, on 13 February 2025, with 56 (fifty-six) pages.