

AGREEMENT

THIS AGREEMENT is made and entered into as of this 14th day of December 2017 by and between Myriad International Marketing, LLC with offices at 6033 W. Century Blvd, Suite 900, Los Angeles, CA 90045, USA (hereinafter referred to as "Myriad") and British Virgin Islands Tourism Board of Tortola, British Virgin Islands with offices at Decastro Street, 2nd Floor, Akara Building Road Town, Tortola, BRITISH VIRGIN ISLANDS (hereinafter referred to as "Client").

WITNESSETH

WHEREAS, Client desires to employ the marketing and communications services available through the MYRIAD; and

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

The parties hereto agree as follows:

I. APPOINTMENT

Client hereby appoints MYRIAD as its marketing agency of record and authorizes MYRIAD to act as its agent in accord with the terms stipulated in this Agreement. This appointment becomes effective January 1st, 2018 and upon receipt of the Initial Payment by MYRIAD, and shall remain in full force and effect until terminated pursuant to Paragraph XIII.

II. SCOPE OF SERVICES

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

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

III. MYRIAD COMPENSATION

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

MYRIAD and Client agree to review and revise MYRIAD's compensation annually in conjunction with the annual review of Scope of Services. Should there be no significant change in the Scope of Services at the annual review; MYRIAD shall be entitled to receive a four percent (4%) cost of living increase in compensation, the amount of which shall be authorized in advance in an amendment to this Agreement.

IV. ADVERTISING & MEDIA LIABILITY

Any advertising or media purchases approved in writing by the client to be placed on behalf of the Client by Myriad shall be made in accordance with ADDENDUM C

V. MATERIALS, SERVICES AND APPROVALS

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

All charges for advertising production, photography, original artwork, collateral production, printing, direct mail production, audiovisual production or marketing research services outside of the scope of this agreement or statement of work 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.

VI. OWNERSHIP OF MATERIALS

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

MYRIAD 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"). MYRIAD agrees that it will not make any use of the Marks without Client's prior written consent. MYRIAD 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 MYRIAD's use of the Marks. Client hereby reserves all such rights not specifically granted hereunder.

Client acknowledges that MYRIAD is the sole and exclusive owner of MYRIAD's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "MYRIAD Marks"). Client agrees that it will not make any use of the Marks without MYRIAD'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. MYRIAD hereby reserves all such rights not specifically granted hereunder.

VII. GENERAL TERMS

Any invoice for which MYRIAD has not received payment by the specified due date shall be considered delinquent.

A monthly interest charge of 3% will be added to the outstanding invoices that are 60 days past due. After 90 days MYRIAD reserves the right to stop all work until payment is up to date.

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 MYRIAD within ten (10) days of receipt of the appropriate invoice. Should delinquent invoices remain unpaid by Client 60 days past the due date, MYRIAD 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 MYRIAD harmless for the failure of suppliers to properly execute their commitments. Client further agrees to indemnify and hold harmless MYRIAD against any and all claims for loss, liability or damages arising out of, or in connection with, work done or to be performed by MYRIAD for and on behalf of Client,

including the cost of defending any legal action that may be brought or threatened against MYRIAD arising out of the use of any marketing or promotional materials furnished or approved by Client. Client further agrees to indemnify and hold harmless MYRIAD from any and all claims, judgments or costs, including reasonable attorney's fees, that MYRIAD may incur by reason of defending any claim or legal action in which MYRIAD may become involved by reason of any contractual action taken on behalf of Client.

MYRIAD agrees to indemnify and hold Client harmless against any and all claims for loss, liability or damages arising out of the use of any materials furnished by MYRIAD without prior approval by Client. MYRIAD 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 MYRIAD.

Client agrees to promptly reimburse MYRIAD for any sales taxes MYRIAD may be required to pay by law for performing services and/or producing materials on behalf of Client.

Should it become necessary for MYRIAD 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.

VIII. EXCLUSION OF CERTAIN DAMAGES

To the fullest extent permitted by law, notwithstanding any other provisions of this Agreement, MYRIAD shall not be liable to Client or anyone claiming by, through, or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any manner related to services provided to Client by MYRIAD 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.

IX. DAMAGE LIMITATIONS

Notwithstanding any other provisions of this Agreement, and to the fullest permitted by law, the total liability, in the aggregate of MYRIAD 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 MYRIAD or this Agreement for which MYRIAD 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 MYRIAD shall not exceed the total compensation received by MYRIAD under this Agreement for the applicable Work Product which is the subject of Client's claim.

X. RESERVATION AS TO DUTIES

MYRIAD 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 MYRIAD's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Client's or MYRIAD's interest. Nothing in this Agreement shall be construed as committing MYRIAD to violate any lawful contractual commitments to media.

XI. CONFIDENTIAL INFORMATION

Any document provided to MYRIAD 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.

MYRIAD 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 MYRIAD's negligence. In such an event, MYRIAD shall not be responsible for an amount in excess of the aggregate amount of all fees paid to MYRIAD for services performed pursuant to this Agreement.

XII. EMPLOYMENT OF MYRIAD 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 MYRIAD and MYRIAD agrees not to hire any employee of Client.

XIII. 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 MYRIAD:

Al Merschen, President
Myriad International Marketing, LLC
6033 W. Century Blvd, Suite 900
Los Angeles, CA 90045, USA

Copy to

Clayton Reid, CEO
4601 Madison Avenue
Kansas City, Missouri, 64112

- If to Client:

Sharon Flax-Brutus
British Virgin Islands Tourism Board
Decastro Street, 2nd Floor, Akara Building Road Town,
Tortola, BRITISH VIRGIN ISLANDS

MYRIAD's rights, duties and responsibilities as set forth in this Agreement will continue in full force and effect during any notice period and will include, but not necessarily be limited to, the creation and production of advertising and the negotiation and placement of media insertion orders whose closing or cancellation dates fall within the notice period.

XIV. TRANSFER OF OWNERSHIP

Upon the termination of this Agreement and upon receipt by MYRIAD of all amounts to which it is entitled from Client pursuant to this Agreement, MYRIAD shall transfer, assign and make available to Client, or Client's representative, all property and materials in MYRIAD's possession or control belonging to Client.

MYRIAD 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 materials which are produced in finished form prior to the effective termination of this Agreement. MYRIAD shall proceed promptly to complete production of any such materials during the notice period. However, at termination, any concepts, sketches, mock-ups or other manifestations Client has not authorized MYRIAD to produce shall remain the exclusive property of MYRIAD, and Client shall be deemed to have released and assigned to MYRIAD any copyright or other rights relating to such materials.

XV. 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.

XVI. 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 the British Virgin Islands. The prevailing party in any such dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, whether as claimant or counter-claimant.

XVII. CHOICE OF LAW

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

XVIII. DISPUTE RESOLUTION

We hope and expect that our relationship will be mutually beneficial and cooperative. However, in the unlikely event that a dispute arises between us, the parties agree to arbitrate any dispute arising under this agreement before an arbitrator in the British Virgin Islands.

The seat of the arbitration shall be in Road Town, Tortola. The arbitrator shall be able to determine the rules of procedure under which the arbitration will be conducted; the parties shall agree on a sole arbitrator, failing which the President of the Bar Association shall be entitled to nominate the arbitrator; and that the decision of the arbitrator should be final and binding on the parties save for issues of law.

The prevailing party shall have its costs associated with the arbitration, including its reasonable attorneys' fees and disbursements and the fees of the arbitrator and other costs incurred in the arbitration, paid by the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this ____ day of _____, 2017.

Sharon Flax-Brutus
Director of Tourism, British Virgin Islands Tourist Board

Al Merschen, President, Myriad International Marketing, LLC

ADDENDUM A – SCOPE OF SERVICES

Table of Contents

1. Marketing & Client Services	10
2. Media & Analytics Services.....	10
3. Creative Services.....	10
4. Public Relations Services in Canada.....	11
5. Miami Open Event Management Services	12
6. Reporting Deliverables	14
8. Work Plan.....	15
9. Account Team	16

1. Myriad agrees to perform **Marketing & Client services** for BVITB, including:
 - Creative and strategic planning from Myriad’s executive team
 - Liaison with BVI’s in-house creative manager/graphic team and review of creative generated in-house
 - Attendance at two meetings annually in BVI for one to two people from Myriad’s account/creative team.
 - Reporting as outlined in section 6
 - Development and implementation of one multiple trade/product partner campaign annually including concept, media planning, ad placements, reporting, etc.
 - Review and consultation of up to three trade activities (e.g. specialist program, consortia campaign)
 - Global consultation and review of BVI activities
2. Myriad agrees to perform **Media & Analytics services** for BVITB including:
 - Media planning, negotiation and buying of up to 20 outlets
 - Coordination of insertion orders & terms
 - Ongoing measurement and optimization of all media
3. Myriad agrees to perform **Creative Services** for BVITB, including:
 - New creative templates for 2018 aquatic thematic including:
 - eBlast template
 - 6 x HTML5 Banner templates (300x600, 728x90, 300x250, 160x600, 300x50 & 320x50)

- Full page print advertisement template
- ½ Page print advertisement template
- Double sided promotional flyer template
- 4-page brochure template
- 4 x pop up banner designs (4-varied themes)
- 1 x Large scale display design
- Five (5) theme/seasonal sets of digital creative (6x HTML & 1x eBlast):
 - Sailing
 - Fishing
 - Scuba Diving
 - Events
 - Trade
- Total of 60 advertisement & image re-sizing's per year
- Development / implementation of one native content campaign per contract period
- Copy Writing of 500 words per month
- Writing of search listings up to three (3) campaign themes per year, includes up to 12 ad groups, 20 – 50 terms per group and four (4) ads
- Writing of up to 12 social advertising posts for existing campaigns – i.e. one (1) per month
- Creative and HTML set up of one (1) electronic or print event invitation per year

4. Myriad agrees to perform **Public Relations Services in Canada** for BVITB, including:

Myriad Media Desk (Ongoing; 12 Months):

- Myriad PR team to develop key themes and target/strategic media list for client approval to form basis of Canadian public relations program
- Myriad PR team to draft and develop a total of three (3) proactive destination pitches for the BVI and distribute to strategic Canadian media targets
- Myriad PR team to draft and distribute a total of two (2) proactive news-oriented, "wide" press releases for the BVI in the Canadian media market

- Myriad PR team to provide POV (point of view) assistance and research support to BVI for requests from the Canadian media market, upon request
- BVI will be included in at least two, all-client Myriad PR client initiatives in Canada, pushing out relevant destination updates representing Myriad's prestigious client portfolio

News Content Creation & Distribution:

- Myriad PR team will provide ongoing, weekly reactive media support to the BVI, submitting the destination for consideration for qualified reactive media requests

Media Visits (6):

- Myriad PR to secure and present a total of six (6) visiting media or influencers
 - 4 via small group press trip
 - 2 individual media or influencer visits

5. Myriad agrees to perform **Miami Open Event Management Services** for BVITB, including

Event Planning:

- Development and management of event planning timelines
- Event logistics including development of schedules
- Coordination of Display Booth and Hospitality Suite activations including:
 - Coordination of AV, power & internet requirements
 - Coordination of required furnishings & display items
 - Coordination of staff roster & uniforms for Booth, Hospitality Suite & C -Gate Activations
 - Provision of guest lists with Food & Beverage counts to Miami Open Coordinators
- Development of advertising materials & delivery to Miami Open coordinators including
 - Two TV Wing signs on Stadium Court
 - Two Sidewall on Grandstand Court
 - Sponsor Board Recognition logo
 - Stadium Bill Board Messages

- Full-page Tournament Program Ad
- Miami Herald Special Section – 1/2 Page
- Any signage required for Stadium Promotions
- 30-second video commercial to be run on Large LED boards
- Daily provision of schedule inclusions & revised digital messaging (9am Daily Deadlines)
- Suite invitations (printed or email as required)
- Coordination of collateral material for booth giveaways & gate-c promotions (Myriad to develop creative ideas with budget allocations and provide to BVITB for final selection)
- Provision of social media assets to Miami Open coordinators for possible inclusion
- Exploration & coordination of 3rd party partnership opportunities at the event with other sponsors

Event Budgeting:

- Develop and manage budget for all associated events costs for presentation, review and approval by BVITB
- Manage food and beverage contracts
- Provide back up to British Virgin Islands Tourism Board on all third-party costs

Onsite Event Management:

- Daily event management including registration, timelines, giveaway distribution, etc.
- One Myriad staff member on site during setup (two days prior) to event commencement
- One Myriad staff member on site days of the events for maximum 8-hour shift per day. (Two team members will take 1-week each of event schedule)
- Two Myriad staff members onsite during key times/activations including C-Gate promotions and Hospitality suite event

Event Report:

- List of opt-in attendees from giveaways
- Photos from event (additional fee for professional quality photography)
- Copies of third party invoicing for billing purposes

Responsibilities of British Virgin Islands Tourism Board:

- Appointment of one main contact person for the Myriad project management team

- Direct payment of venue costs including food and beverage, room rental, room décor, labor charges, applicable taxes and service fees (to be pre-approved by BVITB.)
- Trip and legal costs associated with offering sweepstakes
- Minimum three BVI staff members allocated to the booth at all times with additional staffing allocation for Hospitality Suite & C-Gate activations.
- Minimum one BVI staff member for two days during set up prior to events commencement
- Coordination with BVI product/partners on involvement with the event, including participation, giving of prizes etc.
- Costs of BVI & Myriad team travel including accommodation, transportation, meals etc.
- Coordination of BVI team travel
- Coverage of expenses outside of contract including:
 - Printing of signage, brochures and any material required in-booth
 - Video production
 - Booth décor
 - Booth giveaways
 - Shipping to/from event venues

6. Across all activities Myriad agree to the following **Reporting Deliverables**

- Myriad to provide weekly WIP report highlighting ongoing activities and upcoming deadlines.
- Myriad shall distribute a comprehensive activity and progress report to the BVITB (at minimum quarterly) highlighting staff activities and progress updates on the various campaign initiatives.
- Myriad PR to deliver to BVI a monthly recap of PR activities, media requests and leads, and media coverage resulting from proactive and reactive efforts

7. BVTB acknowledges the following items are declared **Outside of Scope**:

- Media or trade events, road shows, production fees, promotional partnerships, FAMs, site inspections, trade conferences, marketing programs, design fees (where applicable).
- Participation in media or trade networking conference/ events including travel.
- "Big Idea" promotions and special initiatives that fall outside the scope
- Trade Relations programs such as consortia or tour operator coop management
- Hard production costs such as color proofs, stock photography etc.
- Media vendor services i.e. online or print advertisements
- Ad Serving & measurement dashboards
- Trade show booth production costs e.g. printing, hardware etc.
- Brochure or material Printing
- Freight and Shipping
- Travel costs
- Costs associated with special projects e.g. photo shoot, sweepstakes, promotions etc.
- Further brand extensions or logos other than any identified within the scope
- All creative not listed, or required in numbers in excess of those mentioned within the scope, will be quoted independently at \$150USD per hour, Examples include:
 - Brochure layouts (not including image selection, copy writing etc.) - \$750.00USD per page
 - Full Page print resize - \$450USD
 - 30s Video Edit (no music/voiceover) - \$4,200USD
 - 1 x HTML5 Banner file - \$675USD

8. **Work Plan**

The Parties shall agree on a detailed work plan and the work plan shall be incorporated as part of this Agreement and shall lay out the deliverables

to be received by the BVITB together with scheduled dates for completion for the various projects and activities to be undertaken by Myriad

9. Account Team

Myriad will appoint an account team with the following time allocations:

- Executive Management (President / VP) – 10%
- Creative Director – 10%
- Group Director – 20%
- Account Executive – 45%
- Media Planner/Buyer – 15%
- PR Executive – 15%
- Event Manager – 15%

ADDENDUM B – AGENCY COMPENSATION

Table of Contents

1. Representation Fee.....	17
2. Additional Agency Services	17
3. Shipping Costs	18
4. Transportation, Lodging & Travel Expenses	18
5. Initial Payment.....	18

I. Representation Fee

Client agrees to pay Agency a marketing fee in the amount of seventeen thousand dollars (\$17,750) monthly for Agency staff time devoted to the activities outlined in the scope of work (Addendum A). This fee shall be due and payable on the first day of each month beginning January 1st, 2018.

The fee will be invoiced in advance and BVITB shall pay this invoice no later than the 5th business day of each month.

Myriad will issue an invoice to BVITB on the first day the month for all direct expenses and fees in respect of activities completed during the previous month, commencing with an invoice on February 1st, 2018 for all January activities. All fees shall be invoiced and paid in US dollars by wire transfer to an account provided by Myriad.

The BVI Tourist Board is a statutory body funded by the Government of the British Virgin Islands.

1. Additional Agency Services

Any additional Agency services shall be estimated, authorized and billed by separate agreement.

Additional services outside the scope of this agreement will be undertaken on a project-by-project basis as requested by BVITB in writing (electronic mail shall constitute a writing). Myriad will submit a budget for each individual project, including all deliverables and costs, to BVITB for approval prior to the commencement of any project or service. Examples include (but not limited to):

- Photo and video shoot – pricing to be presented once full scope of work is defined

- Promotional partnership with non-travel entities e.g. luggage company, retail store, etc.

Myriad shall not undertake such additional project or services save upon the written approval of BVITB.

Addendums D & E include additional services currently proposed for 2018 which are deemed approved upon signing of those two documents.

2. 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.

3. Transportation, Lodging & Travel Expenses

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

ADDENDUM C – ADVERTISING AND MEDIA LIABILITY

1. Advertising

Advertising placed by Agency on behalf of Client shall be subject to Client's prior written approval and placed at the lowest rate(s) negotiated by Agency. All charges for media space and time shall be estimated and authorized in advance. 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.

2. Media Liability

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

In the event that a publication, station, online medium or other media outlet elects not to accept Agency's standard insertion order which disallows liability for unpaid media charges, Client agrees to provide the medium with written confirmation of acceptance of this liability.

ADDENDUM D – ADDITIONAL AGENCY SERVICE

USER GENERATED CONTENT LICENSE & MANAGEMENT

Myriad Marketing via MMGY Global will provide BVI Tourism with user generated content (UGC) managed services for a period of 24 months (1/1/18 – 12/31/19). BVI Tourism will have an option to renew an annual agreement on 10/1/19. User generated content managed services will include:

1. Chute Software License
2. User Generated Content Strategy
3. Ongoing Maintenance & Outreach (15 hours/month; maximum of 180 hours a year)

Myriad Marketing/MMGY Global will be responsible for:

1. Contracting Software Provider (Chute)
2. Developing UGC Strategy
3. Executing UGC Strategy
4. Ongoing Management and Outreach to Secure Photo and Video Assets
5. Monthly Batches of Photo and Video Assets for Use Across Marketing Channels

BVI Tourism will be responsible for:

1. Providing Written Approval for UGC Services
2. Providing Timely Input and Approval of UGC Assets

Year 1 Discounted Cost (1/1/18 – 12/31/18)

Software Set Up
Annual Software License (12 Month License)
User Generated Content Managed Services (12 Months)

TOTAL \$29,500

Year 2 Cost (1/1/19 – 12/31/19)

Annual Software License (12 Month License)
User Generated Content Managed Services (12 Months)

TOTAL \$40,000

Upon signed approval of project estimate, BVI Tourism will be invoiced \$29,000 for Year 1 Software License and User Generated Content Managed Services. On 12/15/18 BVI Tourism will be invoiced \$40,000 for Year 2 Software License and User Generated Content Managed Services. Although MMGY Global will be contracting Chute on behalf of BVI Tourism, BVI Tourism will retain software license for duration of contract period.

Payment terms for all invoices are the same as those defined in Addendum B – Section I.

BVI Tourism

Myriad Marketing

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Date

Date

