Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM

**GUYANA TOURISM AUTHORITY/**
**MINISTRY OF TOURISM, INDUSTRY & COMMERCE**
**SERVICE AGREEMENT**

**CONTRACT FOR:** Cost for payment for market representation services in the North American market provided to the Guyana Tourism Authority/Ministry of Tourism, Industry & Commerce.

**Contract No. GTA/C 2020-03/DMD-02** **Line Items 6284**

THIS AGREEMENT ("Agreement") is entered into on this December 10, 2020 by and between EMERGING DESTINATIONS, INC. an S-Corporation, with principal place of business at One Glenlake Parkway, Suite 650, Atlanta GA 30338 USA ("Contractor"), and GUYANA TOURISM AUTHORITY/MINISTRY OF TOURISM, INDUSTRY & COMMERCE with a principal place of business at National Exhibition Centre, Georgetown, Guyana ("GTA").

**Start Date:** December 10, 2020 **End Date:** March 31, 2021

**RECITALS**

WHEREAS, GTA's mission is to develop and promote sustainable tourism in Guyana through collaboration to maximise local socio-economic and conservation outcomes and improve the travellers' experience.

WHEREAS, GTA desires to have Market Representation Services provided (hereinafter called "Scope of Work" and "Terms of Reference") and has caused a schedule work describing the work to be undertaken.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Contractor and GTA, the parties hereto agree as follows:

1. **DEFINITIONS**, As used in this Agreement:

"Contractor" means the Contractor and its employees, affiliates, consultants, and subcontractors

"Confidential Information" means any and all information provided by the GTA or related to the GTA's business, including trade secrets, technical information, business information, financial information, customer information, vendor information and other confidential or proprietary information.

"Conflict of Interest" means the Contractor or its employees, affiliates, consultants, and subcontractors have a private interest that interferes with the interests of, or their service to, the GTA or that could impair their ability to act impartially and in the best interest of the GTA when performing under this Agreement.

"Deliverables" means the items to be provided or actually provided by Contractor to the GTA under this Agreement.

Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM

Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM



"Intellectual Property" means all Confidential Information, documentation, drawings, ideas, inventions, know-how, materials, works of authorship, and other forms of technology or intellectual property.

2. **PURPOSE**. The GTA hereby authorises the Contractor to act as its representative agency in the United States of America and Canada. The company services will encompass strategy council, sales representation, marketing and promotional activities, digital marketing, press and public relations and fulfilment of enquiries from trade and the public and such other services as agreed by the parties hereto from time to time. The precise activities within this agreement will be determined in writing in between the GTA and the Contractor. The parties acknowledge and agree that the specific work and budget for the Scope of Work shall be set forth in the Work Plan and accompanying Budget (collectively, "Terms of Reference") attached to this Agreement. The Terms of Reference shall become part of this Agreement and shall be individually subject to the terms and conditions of this Agreement. The Terms of Reference shall include (i) description of the work to be performed, (ii) the period of performance for the work designated therein, (iii) a schedule of the activities and deliverables required, and (iv) the budget and expenses for the Scope of Work, including covered expenses. On or before the 10th day of each calendar month during the period of this Agreement, the Contractor will report in writing all activities for the preceding calendar month inclusive of reporting on key performance indicators and current market information to the GTA. The Contractor will use its best endeavours to ensure that such information is accurate. The GTA reserves the right to revisit the Scope of Work at any time.

3. **TERM**. The effective date of this Agreement is December 10, 2020 (the "Effective Date"). The termination date is March 31, 2021, unless otherwise modified or terminated in accordance with this Agreement.

4. **FEE**. The GTA shall pay the Contractor a total of US$69,075 (the "Fee") for carrying out the Scope of Work. The fee is all inclusive of travel expenses unless otherwise agreed to between the GTA and the Contractor in writing. Any travel required for the market representation related to the market representation shall be booked by the Contractor.

i. 50% to be paid upon the execution of a contract and submission of the work plan approved by the Authority
ii. 25% to be paid upon completion of deliverables set by the Authority for 2 months
iii. 25% to be paid upon completion of all deliverables set by the Authority after 4 months
iv. For the payments referenced above, the Contractor shall submit an invoice to Carla Chandra at the following email address:
v. Payments can be sent to Emerging Destinations Inc via wire transfer to the following:

[redacted]

Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM

Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM



5. **CONTRACTOR'S ACTIVITIES; CONFLICT OF INTEREST.** The Contractor acknowledges and agrees that the relationship intended by this Agreement is that of independent contractor not employee. The Contractor shall conscientiously render services as outlined in the attached Scope of Work. It is acknowledged that the Contractor's services are being offered on a non-exclusive basis. In carrying out the Scope of Work, the Contractor shall comply with all applicable laws, regulations, decrees, codes, ordinances, resolutions, and other acts of any applicable governmental authority. The Contractor will not agree to work for another National Tourism Organisation that would be seen by the GTA to conflict or potentially conflict with the interests of the GTA without prior written approval from the GTA.

6. **FEES, BENEFITS; TAXES.** The Contractor assumes full responsibility for the payment of all bank transfer fees, wages, payroll burdens, fringe benefits, and payroll taxes applicable to its employees and subcontractors, including payroll deductions for income tax, and unemployment insurance. The GTA shall not be responsible for any fees or taxes, except Withholding Tax, including without limitation, wire transfer and bank charges, state and local personal and business taxes as well as taxes for licenses fees arising out of the Contractor's activities.

7. **CONFIDENTIALITY.** The Contractor acknowledges that in the course of carrying out, performing and fulfilling its duties under this Agreement it will have access to and will be entrusted with confidential information and trade secrets concerning the business of the GTA. The Contractor hereby agree that it shall not, either during the term of this Agreement or at any time thereafter or under any circumstances, without the prior written consent of the GTA or except as expressly permitted hereunder or as required by law, directly or indirectly communicate or disclose to any person or persons, firm, partnership, association or company any confidential information or knowledge whatsoever acquired by relating to or concerning but not limited to the technology, trade secrets, customers, products, systems or any other confidential information regarding the operation, property, business and affairs of the GTA or any of its subsidiaries or affiliates ("Confidential Information") nor shall the Contractor utilise or make available any such Confidential Information, directly or indirectly in connection with the solicitation or acceptance of employment with any competitor of the GTA, its subsidiaries and affiliates provided that nothing herein shall prevent disclosure of information which is in the public domain or is publicly available at the time of disclosure or use or which is required to be disclosed under appropriate statues, rules of law or legal process or which was made available to the Contractor on a non-confidential basis from a source other than the GTA. The Contractor acknowledges and agrees that disclosure of any Confidential Information to competitors of the GTA or to the general public would be highly detrimental to the business interests of the GTA. The Contractor shall keep in the strictest confidence the business and financial affairs of the GTA both during the term of this Agreement and thereafter.

8. **DATA AND INTELLECTUAL PROPERTY.** The Contractor will give the GTA free access during the period of this Agreement to all information and dealings with clients as well as to all correspondence and other information relevant to the Contractor's business production for the GTA and the Contractor undertakes to provide such information upon request. Any creative work developed by the Contractor under this Agreement, including all written, graphic, audio, visual and any other materials, contributions, applicable work

Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM

Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM



product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the "Creative Work"), shall become the intellectual property of the GTA, and the Contractor will take every reasonable precaution to safeguard them. Use of the Creative Work however, shall be subject to the terms of Section 7 of the Agreement (Confidentiality). The Contractor hereby grants GTA an exclusive, non-transferable, fully paid perpetual license to use the Creative Work in its and its affiliates' internal businesses.

9. **INDEMNIFICATION.** The Contractor will hold the GTA harmless from all claims, demands and suits arising out of the performance of services under this Agreement.

10. **NOTICES.** Any notice or other communication required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent to the respective parties indicated below. A Party may change its address or designated recipient by sending notice to the other Party. Notices shall be given: (1) by personal delivery to the other party; (2) by registered or certified mail, return receipt requested; or (3) by express courier (e.g. DHL, Federal Express, etc.). Notices shall be effective and shall be deemed delivered: (i) if by personal delivery, on the date of the personal delivery; (ii) if by mail, on the date of receipt as stated on the return receipt; or (iii) if by express courier, on the date signed for or rejected as reflected in the courier's delivery log.

| | |
|---|---|
| Guyana Tourism Authority | Emerging Destinations, Inc. |
| National Exhibition Centre | 7000 Central Parkway, Suite 1100 |
| Georgetown, Guyana | Atlanta GA. 30328 |
| Attn: Carla Chandra, Director | Attn: Jane Behrend, President |

11. **ENTIRE AGREEMENT.** This Agreement, including all Attachments, constitutes the entire agreement and understanding between the parties with respect to its subject matter. This Agreement is intended as a complete and exclusive statement of the terms of their agreement and supersedes any prior or contemporaneous agreements or understandings relating to the subject matter hereof.

12. **PUBLICATIONS AND LOGO.**

a. **PUBLICATIONS.** Neither Party shall make any press release or any other public statements in connection with this Agreement or the activities hereunder without the prior written approval of the other party either by facsimile or electronic mail or other written method of consent, which may be withheld in such party's sole discretion.

b. **LOGOS.** Neither GTA nor the Contractor shall use each other's names, logos, other marks, fanciful characters, designs or other properties without the prior written approval of the other party either by facsimile or electronic mail or other written method of consent, which may be withheld in such party's sole discretion.

13. **TERMINATION.** GTA reserves the right to terminate the whole or any part of this Agreement at its sole discretion for sufficient cause upon providing thirty (30) days written notice to the Contractor. Sufficient cause includes but is not limited to misconduct, breach of the terms of this Agreement or unsatisfactory performance of the Contractor. The Contractor will be required to return to GTA any unspent funds paid to the Contractor hereunder. Upon termination of this Agreement howsoever arising, the Contractor will be obliged to hand over to the GTA all correspondence and other information relevant to the business promotion, and the Contractor will immediately cease all use of GTA materials. In

Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM

Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM



the event of the need to replace a subcontractor, the GTA and the Contractor will identify and mutually agree on a suitable replacement.

14. **AMENDMENTS AND MODIFICATIONS.** This Agreement may not be amended, supplemented, or modified in any respect except by written agreement of each of GTA and the Contractor, duly signed by their respective authorized representatives.

15. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractor. Nothing in this Agreement shall be construed to create a relationship between the parties of agency, partnership, or joint ventures, nor to render either party liable for any debts or obligations incurred by the other. Neither party is authorized to make representations on behalf of the other, or to bind the other in any manner whatsoever.

16. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of Guyana.

17. **WAIVER.** Either party may specifically waive any breach of this Agreement by the other party, but no such waiver shall be deemed effective unless in writing, signed by the waiving party, and specifically designating the breach waived. No waiver shall constitute a continuing waiver of similar or other breaches. One party's consent or approval of any act by the other shall not be deemed to render unnecessary the consent to or approval of any subsequent act by the other party.

18. **SURVIVABILITY.** Sections 7, 8, and 12 of this Agreement shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the duly authorised representatives of the parties have executed this Agreement as of the date indicated below, intending the same to be effective for all purposes as of the Effective Date.

GUYANA TOURISM AUTHORITY

By: Carla Chandra
Name: Carla Chandra
Title: Director
Date: December 10, 2020

EMERGING DESTINATIONS, INC.
By: Jane S Behrend
Name: Jane Behrend
Title: President
Date: December 10, 2020

Received by NSD/FARA Registration Unit 08/24/2026 1:02:39 PM