

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 in print and 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 Miles Partnership, LLLP	2. Registration Number 7382
--	--------------------------------

3. Primary Address of Registrant  
6751 Professional Pkwy, Suite 200, Sarasota, FL 34240

4. Name of Foreign Principal Tahiti Tourisme	5. Address of Foreign Principal 2eme etage du Quai des Ferrys de la gare maritime Papeete, Tahiti - French Polynesia FRENCH POLYNESIA BP 65-98 713
---	---

6. Country/Region Represented  
FRENCH POLYNESIA

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

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 ( <i>specify</i> ) _____

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
Tahiti Tourisme

b) Name and title of official(s) with whom registrant engages  
Gina Bunton

<sup>1</sup> "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

02/12/2024

DAVID BURGESS



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 in print and 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  
Miles Partnership, LLLP

2. Registration Number  
7382

3. Name of Foreign Principal  
Tahiti Tourisme

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. What is the date of the contract or agreement with the foreign principal? 01/24/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Tourism promotion to include plan and implement marketing plan, advertising and purchasing of advertising space, events management, public relations, promotion and partnerships, trade relations, web activities to include management of websites, social media, online campaigns and SEO.

---

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

Tourism promotion to include plan and implement marketing plan, advertising and purchasing of advertising space, events management, public relations, promotion and partnerships, trade relations, web activities to include management of websites, social media, online campaigns and SEO.

---

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

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.

Tourism promotion to include plan and implement marketing plan, advertising and purchasing of advertising space, events management, public relations, promotion and partnerships, trade relations, web activities to include management of websites, social media, online campaigns and SEO.

---

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as 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 register<sup>3</sup> 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 register<sup>4</sup> 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
------	-----------	---------	-----------------------

---

<sup>1</sup> "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.

<sup>2,3,4</sup> 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**

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
03/11/2024	David Burgess	/s/David Burgess
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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

02/12/2024

DAVID BURGESS



# TAHITI TOURISME

SUPPLY OF SERVICE AGREEMENT N° (---) 6-2024

This Agreement is made by and between

**TAHITI TOURISME, GIE**, located at: *2<sup>ème</sup> étage du Quai des Ferrys de la gare maritime de Papeete, BP 65 – 98 713 Papeete-Tahiti-FRENCH POLYNESIA*, a French *Groupement d'Intérêt Economique* organized under the laws of French Polynesia, registered under the Trade and Corporation Registry of Papeete under No 4673, duly represented by M. Jean-Marc MOCELLIN,

Hereinafter “**TAHITI TOURISME**”

On the one hand

and

**MILES PARTNERSHIP LLLP**, Located at 6751 Professional Pkwy, Suite 200, Sarasota, Florida 34240, a Limited Liability Limited Partnership organized under the laws of the state of Florida, registered under number A16000000417 represented by David Burgess, President and CEO.

Hereinafter “**REPS**”

On the other hand

## PREAMBLE

TAHITI TOURISME is a Destination Marketing Organization (DMO) whose main mission is the international promotion of *The Islands of Tahiti* as a tourist destination, and to fulfill this mission, TAHITI TOURISME maintains a network of independent agencies on the international market, and TAHITI TOURISME has selected REPS to be the representative of TAHITI TOURISME in UNITED STATES OF AMERICA (Hereinafter “Territory”) as of January 1<sup>st</sup>, 2024.

Now therefore, the Parties agree as follows:

## AGREEMENT

  
9

# TAHITI

## TOURISME

### Article 1: Purpose of the agreement

The expectation and intent of the Parties in entering into this Agreement is that in consideration of the rights granted herein, REPS shall:

- Represent TAHITI TOURISME in the Territory as a duly formed separate legal entity, with the legal capacity to represent a tourism board, and be appropriately licensed or registered, as appropriate;
- Coordinate appropriate promotional activities throughout the Territory, with a view of developing and increasing the number of visitors to *The Islands of Tahiti* from the Territory;
- Develop an annual marketing plan ;
- Develop an annual budget ;
- Implement a trade representation, PR representation and Key marketing activities ;
- Oversight manage all digital marketing ;
- Monthly and annual report.

### Article 2: Obligations of REPS

REPS will diligently undertake all pre-approved promotional activities consistent with TAHITI TOURISME's interest in promoting *The Islands of Tahiti* as a tourist destination, including interfacing TAHITI TOURISME with a network of professionals in the Territory.

REPS shall represent TAHITI TOURISME and the destination in a professional and appropriate manner in the Territory. REPS will assume and maintain full responsibility for all operational and administrative aspects necessary to carry out its promotional activities.

#### 2.1. Scope of work

REPS shall:

- a) Diligently undertake, all activities necessary for the promotion of *The Islands of Tahiti* as a destination, in accordance to the strategic, financial and brand guidelines set by TAHITI TOURISME, directly or indirectly, including but not limited to the following:
  - Marketing: REPS shall implement the annual Marketing Plan for the current year (the Term of the Agreement) approved and adopted and provided by TAHITI TOURISME's Board, it being specified that REPS has to receive the prior approval of TAHITI TOURISME before implementing any event or operation stated in the annual Marketing Plan. REPS has no right to engage TAHITI TOURISME in any operation or undertaking that has not been explicitly approved by TAHITI TOURISME.
  - Plan: REPS shall produce an **annual Marketing Plan** for the following year, when requested by Head Office once the Y+1 (e.g., 2024 and 2025) budgets



9

# TAHITI

## TOURISME

have been communicated by the Government, including any extensions hereof, and if requested by TAHITI TOURISME, detailing the goals, actions and budget for the upcoming year, for TAHITI TOURISME's review and approval. This is the initial annual plan which is liable to reasonable change throughout the year depending on the market context. Any changes to the Marketing Plan and accompanying services provided by REPS shall be mutually agreed to by both Parties. This annual Marketing Plan is to be realized within and limited to the budget voted by the same institution for the execution of the action plan. Once the budget and annual Marketing Plan for the following year are approved by TAHITI TOURISME, the Parties shall enter a new agreement in accordance with Article 7 for the implementation of the annual Marketing Plan for the following year ;

It is then understood that the definitive annual Marketing Plan and Budget may be changed by TAHITI TOURISME during the year. However, any changes to the Plan and Budget (annual marketing plan or representation fees) shall be notified by email to REPS and shall not have contractual value unless REPS agrees to provide services pursuant with those changes.

- Advertising and purchasing of advertising space;
- Events Management, including but not limited to travel trade and consumer shows and roadshows. REPS shall participate in seminars, promotional fares and shows deemed of significant importance to TAHITI TOURISME. A list of such seminars, fairs and shows pre-approved by TAHITI TOURISME before such attendance shall be required;
- Public Relations: REPS shall participate, coordinate and organize public relations operations, including invitation of selected media to *The Islands of Tahiti*. REPS shall maintain frequent contacts with the relevant media including, but not restricted to, print broadcast and influencers.
- Promotion and partnerships: Assist tour operators in the conception of their products and with the definition of their marketing and sales policy for *The Islands of Tahiti*. Tour operators participating in such programs must be selected according to criteria and guidelines determined and provided by TAHITI TOURISME;
- Trade relations: management and promotion of the Tahiti Specialist Program dedicated to travel agents and offline optimization of the network through training sessions and seminars; REPS shall organize and conduct training sessions for staff of trade partners or tourism professionals in order to increase their interest and knowledge of *The Islands of Tahiti* as a destination and stimulate sales;
- Web activities: manage, conduct, moderate, and facilitate any online promotional activities including but not limited to the management of the Tahiti-tourisme country websites, social media, online campaigns and SEO.

 9

# TAHITI

TOURISME

- b) REPS commit to putting everything in place within the approved budget and action plans in order to reach the annual marketing and arrival goals set by TAHITI TOURISME. All marketing and arrival goals will be transmitted by Head Office no later than the first day of January. Marketing goals will be set directly on Salesforce via dashboards.
- c) Ensure and encourage the relationship between TAHITI TOURISME and tourism stakeholders in the Territory
- d) Telephone and online Assistance: REPS shall ensure support and assistance to consumers and trade during Business hours, as mutually agreed to by the Parties in the Marketing Plan.
- e) REPS shall also create and update, on behalf of TAHITI TOURISME, qualified databases including all contact information pertaining to consumers, media and tourism professionals with which REPS liaises within the performance of its duties under this Agreement.

REPS will transmit to TAHITI TOURISME, on a quarterly basis or upon request and to the extent permitted by the applicable personal data protection laws and regulation, all databases collected on behalf of TAHITI TOURISME under this Agreement.

Once this Agreement is terminated, REPS shall restore to Tahiti Tourisme the entire database as it is its own property, as defined in article 5.

Within the framework of their contractual relations, the Parties make a commitment to respect the regulations in force applicable to the personal data processing and, in particular, the General Data Protection Regulation no 2016/679.

- f) During the term of this Agreement, REPS agrees to send one of its senior representatives to attend a maximum of two working sessions organized by TAHITI TOURISME in French Polynesia. No additional remuneration than the Representation Fee already provided in article 3 of the present Agreement below will be due to REPS in connection with attendance to such meetings.
- g) REPS shall provide TAHITI TOURISME a written submission containing the names, functions and working time dedicated to TAHITI TOURISME (**Exhibit A**), in accordance with the laws of the territory within which they are situated. It is understood that each employee dedicated to TAHITI TOURISME must speak French or English. REPS shall notify TAHITI TOURISME of all significant changes in the organization and/or the allocation of human resources dedicated to the destination *The Islands of Tahiti* within one month before the change occurs.
- h) REPS declares and warrants that the list of all of its current tourism board and DMO clients as of the execution of this Agreement conducting activities in the tourism and travel industries has been disclosed by REPS and is attached as **Exhibit B**. REPS shall undertake to inform TAHITI TOURISME of any new tourism board and DMO clients that are conducting activities in the tourism and travel industries, not listed in Exhibit B, within a reasonable amount of time. TAHITI TOURISME is aware and understands that REPS represents many other clients in the tourism and travel industries, and that such representation does not inherently conflict with

*DPH* 9

# TAHITI

TOURISME

TAHITI TOURISME's interests. However, REPS will inform TAHITI TOURISME if REPS undertakes an activity within the Territory that shall place it in conflict with the interests (such as directly competing destinations, Tahiti partners, tour operators or travel agencies) of TAHITI TOURISME. In the event such a conflict arises, REPS may attempt to resolve the conflict within thirty (30) days to the satisfaction of TAHITI TOURISME. If the conflict fails to be resolved within thirty (30) days from the time of notice of the conflict, TAHITI TOURISME may terminate this Agreement by written notice to REPS.

- i) TAHITI TOURISME shall not contract with any third party for substantially the same actions or services provided for under this Agreement as long as this Agreement is in effect.
- j) Due to TAHITI TOURISME's particular legal form and position, REPS hereby acknowledges the necessity of maintaining neutrality as well as legal and structural independence.

Such concepts of neutrality and independence include the necessity of the following:

- Avoid providing any monetary or other advantage to any professional due to the relationship of REPS and the professional concerned;
- Avoid exclusive cooperation with or favoring one or a group of partners to the exclusion of others, in reality and/or in appearance;
- Cooperate with as many professionals as possible, and offer each of them equal opportunities with regard to all tourism activities undertaken on behalf of TAHITI TOURISME;
- Operate cooperatively, transparently and in good faith with each partner;
- Distribute promotional materials among partners in a fair and equitable manner;
- Assure comparable equity when circulating information, and providing training to partners.

Should a negligent violation, or apparent violation, occur as to any of the factors set forth in this article (i), REPS shall immediately notify TAHITI TOURISME as to the nature of such violation, as well as provide possible solutions to such violations. Should the violation be unable to be redressed within a reasonable amount of time, or should REPS be unwilling to solve said violation, REPS, shall at its own expense, indemnify and hold TAHITI TOURISME harmless for any liability, loss, costs, expenses, or damages arising out of said negligent violation. If TAHITI TOURISME is sued in any court for damages by reason of any of the acts of REPS related to such negligent violations, TAHITI TOURISME shall promptly notify REPS of the action, and REPS shall defend said action at its own expense and shall pay and discharge any final judgment that may be rendered in any such action. If REPS fails or neglects to so defend in said action, TAHITI TOURISME may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any final judgment which it may be required to pay shall be promptly reimbursed by REPS.

- k) REPS shall ensure that all information and materials of TAHITI TOURISME in the custody or possession of REPS for purposes connected with this Agreement shall be protected at all times from unauthorized access or use by a third party or misuse,



9

# TAHITI

## TOURISME

damage or destruction by any person. REPS shall comply with all security regulations or procedures as commercially and reasonably required in the Territory.

- l) REPS shall solely use the *Tahiti Tourisme* and *The Islands of Tahiti* logos and names in compliance with TAHITI TOURISME Brand Identity Guidelines, when implementing any action or communicating on behalf of TAHITI TOURISME.
- m) REPS shall solely use the brand identity signature of TAHITI TOURISME including its logo in compliance with TAHITI TOURISME Brand Identity Guidelines, in any communication, either written or electronic when implementing any action or communicating on behalf of TAHITI TOURISME.
- n) REPS shall solely use the e-mail address of TAHITI TOURISME in any communication, either written or electronic when implementing any action or communicating on behalf of TAHITI TOURISME.  
Once this Agreement is terminated, REPS shall restore the "tahititourisme.org" mail to TAHITI TOURISME.
- o) REPS shall wear the Tahiti Tourisme Brand Uniforms whenever they represent TAHITI TOURISME, or upon TAHITI TOURISME's demand. REPS shall respect the "Uniforms guidelines" transmitted by TAHITI TOURISME. Furthermore, it is understood that REPS must return to TAHITI TOURISME the Uniforms and the mother of pearl corporate tag at the definitive termination of this Agreement.
- p) This list is not intended to be the exclusive list of REPS's duties and shall in no way limit REPS's mutually-agreed upon general duties to ensure performance of all duties and activities that are connected to REPS's role as representative of TAHITI TOURISME.

### 2.2. Subcontracting

REPS may, at its expense, subcontract with any entity or person concerning the provision of the services contemplated hereunder; provided, however, that REPS shall not be relieved of any of its obligations under this Agreement by the appointment of such subcontractor and provided further, that REPS shall be responsible for all acts of such subcontractor as if such acts were its own.

TAHITI TOURISME must give prior written approval to any subcontracting agreement between REPS and a third party for a service to be rendered within this present representation Agreement.

REPS undertakes to obtain TAHITI TOURISME prior written consent of every expense related to a subcontracting agreement, including subcontractor fees.

### 2.3. Reporting duties

#### a) Operational Reporting

REPS shall, in a timely manner, send the following reports to TAHITI TOURISME, as per procedure and request that will be sent separately to this Agreement (salesforce):

- A monthly operational report on activities undertaken by REPS and results on behalf of TAHITI TOURISME as per TAHITI TOURISME's reporting format. Formatting guidelines shall be provided by TAHITI TOURISME;



# TAHITI

## TOURISME

- A detailed project report within fifteen (15) days after each main action (trade and consumers shows, campaigns and coops), as per Tahiti Tourisme's reporting formats.
- An annual report on the general state of the tourism industry within the Territory ("Market Analysis") including future trends.
- An annual report setting out all activities undertaken by REPS during the calendar year, including detailed Return On Investment and Key Performance Indicators for each action, no later than one month after the 31<sup>st</sup> December of each year.

Furthermore, REPS shall provide access to any final document created that concerns its duties hereunder to TAHITI TOURISME.

### b) Budget Reporting

REPS shall send a monthly Budget Realization Report ("Monthly Financial Report") including a statement of expenses, together with receipts and other evidence relating to such expenses, as well as a statement of cash requirements for the upcoming months as per TAHITI TOURISME's reporting format as provided by TAHITI TOURISME.

The amounts due as Representation Fee shall be invoiced monthly (between the 15<sup>th</sup> and the 20<sup>th</sup> of the following month) by REPS by filing an E-Mail entry with TAHITI TOURISME's regional and accounting departments following the specific guidelines set and provided by TAHITI TOURISME and transmitting the relevant invoice to TAHITI TOURISME.

All expenses shall be reasonably justified and assigned to a budgetary category/chapter as provided in the Budget. Any expense incurred outside of, in addition to, or over the Budget, and without express written authorization of TAHITI TOURISME, shall be considered as outside the scope of this Agreement and such expense shall be borne solely by REPS.

TAHITI TOURISME shall not reimburse the REPS Bank fees if the invoices are paid within 45 days.

### Article 3: Obligations of TAHITI TOURISME

The annual budget to implement the action plan and services under this Agreement is 287 750 000 XPF divided between a marketing budget of 207 180 000 XPF (including subcontractor fees) dedicated to the annual Marketing Plan, and a monthly representation fee of 6 714 167 XPF (annual representation fee of 80 570 000 XPF). All fees and expenses paid to REPS shall be paid in United States Dollars (USD).

It is understood between the REPS and TAHITI TOURISME that, in case of a border closure that necessarily implies a reduction of the action to be implemented, the REPS' fees will be mutually reassessed.

TAHITI TOURISME will transfer funds in response to REPS's invoices through monthly payments within forty-five (45) days upon reception of such invoice and transmission of all receipts and expense-supporting documents as per TAHITI TOURISME procedures.

All excess funds that exceed the requirements of the action, excluding the monthly representation fee, shall be returned to TAHITI TOURISME which may use such excess funds at its sole discretion.





# TAHITI

## TOURISME

In the event, and for whatever reason, the funds allocated to a particular Budget item are not sufficient to cover the relevant expenses thereof, the amounts allocated to other Budget items which are not yet incurred, will be reduced by the amount of such Budget overrun in such manner that the overall aggregate of all Budget items is never overrun, as approved by TAHITI TOURISME by prior written consent.

No cash advance will be granted without prior written approval of TAHITI TOURISME.

TAHITI TOURISME shall give appropriate support and instructions to REPS in order to allow it to achieve the goals that are set within this Agreement. TAHITI TOURISME will use the appropriate communication tools in order to communicate with REPS and the partners of TAHITI TOURISME within the Territory.

TAHITI TOURISME grants to REPS a non-exclusive, royalty free, authorization to use the logos and the brand identity signature of TAHITI TOURISME and its trademarks "*The Islands of Tahiti*" and "*Tahiti Tourisme*", in the course of its activities strictly provided for in this Agreement in compliance with the brand guidelines established by TAHITI TOURISME. The aforementioned right to use is not assignable or/and sublicensable without TAHITI TOURISME's prior consent.

#### **Article 4: No mandate**

4.1. This Agreement does not constitute REPS as the agent or legal representative of TAHITI TOURISME for any other purpose except as set forth herein, nor empower REPS with rights that are not specifically and explicitly granted herein, except for such authority that is necessarily implied in order to carry out the explicit duties described herein.

4.2. Nothing herein contained shall be construed to create a partnership or joint venture as between the Parties.

4.3. REPS shall have no right or authority to obligate or bind TAHITI TOURISME or its subsidiaries or affiliates in any manner whatsoever, express or implied.

4.4. REPS is an independent legal entity, and as such, has no power to represent or hold itself out to be an agent of TAHITI TOURISME. Neither REPS, nor his agents, assigns, delegates, employees or subcontractors are entitled to commit or bind TAHITI TOURISME to any promise, agreement, contract debt or obligation without the express written approval of TAHITI TOURISME, nor can any of the above-mentioned Parties enter into any agreement or undertaking that would bind or oblige TAHITI TOURISME to any third party without TAHITI TOURISME's express written consent.

#### **Article 5: Property**

5.1. TAHITI TOURISME is the exclusive owner of any and all trademarks, service marks, trade names, domain names, trade dress rights, copyrights, databases, studies, releases; patents and creative artworks produced by REPS under this Agreement as well as ideas, materials, procedures, policies and plans as may be submitted to and produced specifically for TAHITI TOURISME by REPS during the term of this Agreement and which pertain directly or indirectly to the promotion of *The Islands of Tahiti*.



9

# TAHITI

## TOURISME

REPS agrees that it will not in any manner use any of the Intellectual Property or in any imitation or variant thereof, as part to its own or of any other company or firm name, nor will it grant such use thereof to any other parties. TAHITI TOURISME, however, shall not unreasonably withhold consent to REPS's use of such intellectual property when used for the sales, promotion or advertising of its products or services.

5.2. As concerns databases, if required by applicable law, data included in such databases will be deemed collected in the name of TAHITI TOURISME by REPS, provided that in such event, all databases created or amended under this Agreement will be transferred by REPS to TAHITI TOURISME and become property of TAHITI TOURISME upon termination of this Agreement.

5.3 TAHITI TOURISME represents and warrants that it either owns or has all necessary rights in any materials it provides to REPS for REPS to use such materials within or in connection with REPS performance of this Agreement. TAHITI TOURISME further represents and warrants that to the extent any of its supplied materials show another person, TAHITI TOURISME has obtained all necessary rights and waivers from the individuals (or, in the case of minors, from their parent or guardian), appearing in such TAHITI TOURISME-supplied materials sufficient for the use of the persons' name, image, persona and likeness to be used for commercial purposes in performance of this Agreement. REPS will have no liability for any claim of infringement resulting from any materials not furnished by REPS, including any TAHITI TOURISME-supplied materials.

### Article 6: Confidentiality

- 6.1. Without the written consent of TAHITI TOURISME, REPS will not use any Confidential Information except in performing its duties under this Agreement, either during the term of this Agreement nor following the termination of this Agreement, and will not, by any act or failure to act, divulge to any third party any Confidential Information unless required by law or court order. For purposes of this clause the term "Confidential Information" means any information obtained from or through TAHITI TOURISME or through the customers, partners or suppliers of TAHITI TOURISME, or developed or obtained by REPS in connection with the performance of this Agreement, including specifically, but not limited to the activities, budgets, customers or partners of TAHITI TOURISME. Further, REPS shall undertake all reasonable steps to ensure that its employees and agents, and any sub-contractor engaged for the purposes of this Agreement, do not disclose or use any Confidential Information.
- 6.2. Without the written consent of REPS, TAHITI TOURISME will not use any Confidential Information except in performing its duties under this Agreement, either during the term of this Agreement nor following the termination of this Agreement, and will not, by any act or failure to act, divulge to any third party any Confidential Information unless required by law or court order. For purposes of this clause the term "Confidential Information" means any information obtained from or through REPS or through the customers, partners or suppliers of REPS, or developed or obtained by TAHITI TOURISME in connection with the performance of this Agreement, including specifically, but not limited to the activities, budgets, customers or partners of REPS. Further, TAHITI TOURISME shall undertake all reasonable steps to ensure that its employees and agents, and any sub-contractor engaged for the purposes of this Agreement, do not disclose or use any Confidential Information.



9

# TAHITI

## TOURISME

- 6.3. REPS acknowledges that any breach or threatened breach of the obligations of confidentiality contained in this Paragraph 6 will cause substantial harm to TAHITI TOURISME and may not be reasonably or adequately compensated with monetary damages; however, this acknowledgement does not prevent TAHITI TOURISME from seeking monetary damages in case of a breach of the abovementioned obligations of confidentiality. Accordingly, REPS recognizes and consents to TAHITI TOURISME's right to seek injunctive relief to force REPS to abide by the terms of this clause.
- 6.4. TAHITI TOURISME acknowledges that any breach or threatened breach of the obligations of confidentiality contained in this Paragraph 6 will cause substantial harm to REPS and may not be reasonably or adequately compensated with monetary damages; however, this acknowledgement does not prevent REPS from seeking monetary damages in case of a breach of the abovementioned obligations of confidentiality. Accordingly, TAHITI TOURISME recognizes and consents to REPS' right to seek injunctive relief to force TAHITI TOURISME to abide by the terms of this clause.
- 6.5. REPS shall be obliged to return to TAHITI TOURISME any documents or materials received from TAHITI TOURISME in connection with this Agreement either during the term of this Agreement and together with or following the termination of this Agreement.
- 6.6. This clause shall survive the termination of this Agreement.

### **Article 7: Term of the Agreement**

This Agreement shall commence on January 1<sup>st</sup>, 2024 ("commencement date") and shall continue for a period of one year until December 31, 2024 ("term"), at which time it shall automatically terminate.

Should both Parties want to continue the relationship, a new agreement will be signed for the following year.

### **Article 8: Termination of the Agreement**

Either party may terminate this Agreement by providing the other party a sixty (60) days written notice indicating the explicit desire to completely and irrevocably terminate this Agreement, along with an explanation of the reasons underlying such desire.

Furthermore, either party may terminate this Agreement by giving immediate notice in writing to the other party if:

- the other party has committed a material breach of this Agreement, and has failed to remedy that breach within fourteen (14) days of being requested in writing to do so by the nonbreaching party, or has defaulted as to any of the terms, obligations, covenants, representations or warranties under this Agreement which are not waived in writing by the non-defaulting party, and has failed to cure such default within fourteen (14) days of being requested in writing to do so by the non-defaulting party; or
- the other party takes any step or action or institutes any legal proceedings for its winding-up, liquidation or dissolution, or goes into receivership; or makes an assignment for the benefit of creditors; or
- an event of Force Majeure, if such event is due is due to circumstances beyond either Parties' reasonable control, which substantially prevents either party from performing its obligations under this Agreement has continued for more than two (2) consecutive months; or

 9

# TAHITI

## TOURISME

- if REPS shall sell 51% or more of its ownership interest to new owners, provided however, that TAHITI TOURISME may elect at its sole discretion, to maintain this Agreement with the new majority ownership. Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder at law or equity, and the non-breaching, non-defaulting party expressly reserves said rights and remedies at both law and equity.

### **Article 9: Litigation, Governing law, Jurisdiction and Language**

In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the Parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of sixty (60) days, then, upon notice by any party to the other(s), any unresolved controversy or claim shall be settled by arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with the provisions of its International Arbitration Rules in effect at the time of arbitration. The arbitration shall be conducted by three arbitrators, except as modified by mutual agreement of the Parties. The claimant shall nominate an arbitrator in its request for arbitration. The respondent shall nominate an arbitrator within thirty (30) days of the receipt of the request for arbitration. The two arbitrators shall nominate a third arbitrator within thirty (30) days after the nomination of the second arbitrator. The third arbitrator shall act as chair of the tribunal. If any of the three arbitrators is not nominated within the time prescribed above, then the ICDR shall be appointed that arbitrator. The seat of the arbitration shall be Auckland, New Zealand, and it shall be conducted in the English language.

The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

### **Article 10: Non Solidarity**

REPS renounces expressly and definitively at individual or collective action against presents, former or future of TAHITI TOURISME members and agrees that only the social capital of TAHITI TOURISME will be engaged in case of payment of all amounts of principal, interests or other, possibly due hereunder. Furthermore, REPS accepts there will be no personal financial liability of any of TAHITI TOURISME members.

### **Article 11: Modifications**

This Agreement may be amended only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to amend it. No party is relying upon any warranties, representations, or inducements not set forth herein. This Agreement may be executed in counterparts, with each party holding one, but all such counterparts, when taken



9

# TAHITI TOURISME

together, shall constitute one instrument. Both copies have the same legal benefit. This Agreement takes effect immediately upon execution hereof.

### Article 12: Limitation of Liability

In no event will REPS be liable for any special, incidental, consequential, indirect, exemplary, or punitive damages, including but not limited to lost profits, cost of cover, lost revenue, and loss of data, whether or not REPS has been advised in advance of the possibility that such damages may arise. REPS' aggregate liability for any and all claims will not exceed the total amount of fees paid by TAHITI TOURISME to REPS under this Agreement during the twelve (12) month period immediately preceding the act or occurrence giving rise to such liability. The limitations provided in this section apply regardless of the legal theory applicable to any such claim, whether in tort, contract, statutory, or otherwise, and regardless of whether any remedy as limited by this section would fail of its essential purpose.

### Article 13: Severability

If any court of competent jurisdiction finds any portion of any provision of this Agreement to be unenforceable or contrary to applicable law, the Parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.

Date on the 24.01.2024

TAHITI TOURISME - Jean-Marc MOCELLIN  
Directeur Général  
Represented by: [Signature]  
Signature:

MILES PARTNERSHIP DAVID BURGESS, PRESIDENT & CEO  
Represented by: [Signature]  
Signature:



- EXHIBIT A: Dedicated Team members
- EXHIBIT B: List of current clients

[Signature] 9