

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
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3. Name of Foreign Principal
Bermuda Tourism Authority

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? 03/01/2023

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles developed an "Always On" media campaign by working within Google's search engine marketing platform.

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

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles developed an "Always On" media campaign by working within Google's search engine marketing platform.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles developed an "Always On" media campaign by working within Google's search engine marketing platform.

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

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
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12. During the period beginning 60 days prior to the obligation to register³ 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 N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
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13. During the period beginning 60 days prior to the obligation to register⁴ 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 N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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

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

EXECUTION

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
03/25/2024	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



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of the date of the last signature appearing below after it has been signed by both parties (the “Effective Date”), between Miles Partnership, LLLP (“Miles”) and the Bermuda Tourism Authority (“Customer”).

Customer wishes to obtain from Miles, and Miles wishes to provide to Customer, certain design, marketing, consulting and other services to Customer as set forth in one or more statements of work to this Agreement. The parties acknowledge the receipt and sufficiency of good and valuable consideration and hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement will have the following meanings:

(a) “Confidential Information” means all information disclosed (orally or in writing) by one party (“Discloser”) to any other party (“Recipient”) prior to the termination of this Agreement (before or after the Effective Date) which is marked “proprietary” or “confidential” or which the Recipient reasonably ought to know the Discloser regards as confidential.

(b) “Deliverables” means the deliverables to be delivered to Customer under this Agreement, as more particularly described in a Statement of Work and includes (a) Third Party Elements and Miles Elements, and (b) any other documents, reports, specifications, operating instructions, software, working papers, work in progress, video, film, multimedia, pictures, graphs and audio material, whether preliminary or final, in or on any media now existing or later developed.

(c) “Miles Elements” means data, components, designs, utilities, tools, methodologies, specifications and other items owned or developed by Miles prior to, or independently from, its engagement under this Agreement

(d) “Services” means the services to be performed for Customer as specified in an applicable SOW.

(e) “Statement of Work” or “SOW” is defined in Section 2 below.

(f) “Testing Period” is defined in Section 4 below.

(g) “Third Party Elements” means works owned by neither Miles nor Customer, including photographs, text, software, scripts, and graphical material provided by Miles as part of or in connection with the Deliverables.

2. Services and Deliverables. To the fullest extent permitted by applicable law, any and all copyrightable aspects of the Deliverables (except for the Miles Elements and the Third Party Elements) will be considered “works made for hire” (as that term is used in Section 101 of the U.S. Copyright Act, as amended). Miles will provide Services and Deliverables to Customer pursuant to statements of work to this Agreement executed by the parties (each a “Statement of Work” or “SOW”). Each SOW is hereby incorporated by reference and made a part of this Agreement.

3. Changes. From time to time Customer may request, or Miles may propose, that Miles implement a change to the Services (each, a “Change”). In the event the parties agree on a Change, Miles may prepare and provide to Client a proposed change order identifying the impact and setting forth any applicable adjustments in the schedule and/or payments to Miles. An authorized representative of each party will promptly sign each such proposed change order to acknowledge the impact and to indicate that party’s agreement to the adjustments. Agreed upon change orders will be deemed a part of this SOW, describing the Services or Deliverables being modified by the change order.

4. Acceptance of Deliverables. Unless otherwise agreed in an SOW, after a Deliverable has been provided to Customer, Customer will have fourteen (14) days (the “Testing Period”) to determine whether the Deliverable materially conforms to the specifications for that Deliverable set forth in the applicable SOW and notify Miles in writing of its determination. The parties acknowledge and agree that the term “Deliverable” as used in the preceding sentence will apply only to final proofs of hard copy materials and will not apply to final samples or bulk-printed materials; and further that manufacturing errors or defects shall not be deemed non-conformance to specifications. If Customer notifies Miles during the Testing Period that the Deliverable does not materially conform to the specifications for that Deliverable set forth in the applicable SOW, describing the material nonconformity in reasonable detail (“Deficiency Notice”), Miles will correct the material nonconformity at no additional cost to Customer by modifying and redelivering the applicable Deliverable. Such redelivery will restart the Testing Period for that Deliverable. If Customer does not provide a Deficiency Notice during an applicable Testing Period, Customer will be deemed to have accepted the applicable Deliverable. Unless otherwise agreed by the parties in writing, Customer will be limited to three (3) rounds of requested revisions in accordance with this section.

5. Term. The term of this Agreement will begin on the Effective Date or on the effective date specified in the SOW, whichever is earlier, and continue until it is terminated as provided in this Agreement. The term of each SOW under this Agreement will begin on the effective date specified in such SOW and continue for the term specified in the SOW (or, if no term is specified, until Customer’s acceptance of all Deliverables described in the SOW) or until earlier termination as provided in this Agreement.

6. Termination; Survival. If either party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of the breach from the non-breaching party, the non-breaching party may terminate this Agreement or any SOW affected by the breach immediately and without further written notice to the breaching party. Material breach includes a breach of the terms of this Agreement and/or the SOW. In addition, except as otherwise provided in an applicable SOW (including where the SOW specifies a term), Customer may terminate this Agreement or any SOW for convenience at any time by providing at least sixty (60) days’ written notice to Miles specifying the effective date of termination. No termination of this Agreement or any SOW will relieve Customer of its obligation to pay Miles fees for accepted Services and Deliverables completed on or before the effective date of termination. If this Agreement is terminated, all then-existing SOWs will also terminate as of the effective date of the termination of this Agreement. Upon termination of an SOW for any reason, Miles will assist Customer with transitioning the Services back to Customer or to a new service provider (the “Transition Services”) for a period of up to ninety (90) days (the “Transition Term”) at the rates

set forth in the applicable SOW executed most recently. The Transition Services and Transition Term will be documented in an SOW or Change Order. Following termination of this Agreement or an applicable SOW, Miles will provide a copy of any incomplete or work-in-progress Deliverable to Customer in its then current state. Any provision of this Agreement that contemplates performance or observance after expiration or termination of this Agreement will survive any expiration or termination and continue in full force and effect.

7. Fees and Expenses; Taxes.

(a) In consideration for the Services and Deliverables provided under this Agreement, and the rights granted by Miles to Customer, throughout the term of this Agreement, Customer will pay Miles the fees, expenses and other amounts set forth in each SOW.

(b) Except as otherwise expressly provided in an SOW, the amounts set forth in an SOW do not include any applicable taxes. Any applicable taxes incurred in connection with Miles' performance under this Agreement (except for taxes based solely on Miles's net income or employees) will be billed to and paid by Customer. If Customer believes it is exempt from any such amounts, Customer must provide Miles with an applicable tax exemption certificate. Notwithstanding any other provision, to the extent Deliverables are being provided to a tax exempt organization in accordance with this section, the parties acknowledge and agree that such Deliverables will at all applicable times be owned by Customer. Miles and Customer shall promptly notify each other and coordinate with each other in the response to and settlement of any claims for taxes asserted by applicable taxing authorities that Miles or Customer is responsible for under this Agreement. In addition, each of Miles and Customer shall reasonably cooperate with the other to more accurately determine each party's tax liability and (without incurring additional aggregate costs) to minimize the other party's tax liability, to the extent legally permissible.

(c) At any time following the first anniversary of the Effective Date, Miles may increase the fees for the Services no more than once annually upon 30 days' written notice to Company. Each increase will not exceed the increase in the U.S. Department of Labor, Consumer Price Index for All Urban Households ("CPI") for the most recently available 12-month period preceding such 30 day notice period, or five percent (5%), whichever is greater.

8. Invoicing and Payment. Within thirty (30) days after Customer's receipt of an invoice from Miles, Customer will pay all amounts on such invoice for Services and Deliverables provided to Customer before the date of such invoice. If an SOW sets forth another time frame, the time frame as set forth in the SOW shall prevail. Any amount not paid when due will bear interest from its due date until paid at the rate of 1.5% per month or the maximum rate allowed by law. Customer's failure to pay any amount when due will be deemed a material breach of this Agreement.

9. Subcontractors. Miles may perform the Services with personnel of Miles or with subcontractors.

10. Ownership and Intellectual Property Rights.

(a) Deliverables. Each Statement of Work will describe the Deliverables that Miles will provide to Customer. Subject to receipt by Miles of all amounts due under this Agreement for payment, including payment in advance, Miles hereby assigns to Customer all right, title and

interest in and to the Deliverables (except for the Miles Elements and the Third Party Elements), including, without limitation, all intellectual property rights.

(b) Miles Elements. To the extent that any Miles Elements are provided to Customer, Miles hereby grants to Customer a non-exclusive, perpetual, limited license in such Miles Elements, solely to the extent necessary to use the Deliverables for the purposes intended under this Agreement. Miles will retain all rights not expressly granted to Customer under this Agreement.

(c) Third Party Elements. To the extent that any Third Party Elements are provided to Customer, Miles hereby grants to Customer a non-exclusive, revocable, limited license in such Third Party Elements, solely to the extent necessary to use the Deliverables for the purposes intended under this Agreement. Miles may terminate the license granted in this subsection (c) upon written notice to Customer in the event that the third party licensor of such Third Party Elements terminates Miles' right to grant the license in this subsection (c) or if Miles reasonably believes that it may no longer have the right to grant such license. In the event Miles terminates the license granted under this provision, Miles will undertake commercially reasonable efforts to promptly secure an additional, replacement license for materials in lieu of the Third Party Elements subject to the terminated license, or undertake other reasonable steps to mitigate or reduce any lost functionality to the Deliverables caused by the termination of the license.

11. Confidentiality.

(a) Each party will hold the other party's Confidential Information in confidence with at least as much care as it holds its own confidential information (but in no event less than with reasonable care), and neither party will disclose any of the other party's Confidential Information to any third party.

(b) The duties of confidentiality and nondisclosure under this Agreement will not apply to any information that (i) at the time of disclosure to Recipient, had previously been published or was otherwise publicly available; (ii) is published or becomes otherwise publicly available after having been disclosed to Recipient, unless through the breach by Recipient of its obligations under this Agreement; or (iii) prior to disclosure to Recipient, was already in Recipient's possession on a non-confidential basis.

(c) Each party will use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees and professional advisors only on a need-to-know basis, provided that such employees are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

(d) Either party may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the other party written notice in advance of such disclosure sufficient to permit the other party to seek a protective order and, if so ordered, discloses only the minimum Confidential Information necessary to comply with the order.

(e) Upon termination of this Agreement or at any time upon written request of Discloser, Recipient will return (or destroy at Discloser's option) all copies of Confidential Information in its possession, custody, or control, except that Recipient may retain a copy of

Confidential Information solely to demonstrate its compliance with its obligations under this Agreement. Upon written request of Discloser, Recipient will certify in writing its compliance with this requirement.

(f) Each Party's obligations under this Section 11 will survive termination of this Agreement and will continue in full force and effect with respect to Confidential Information of the other party for five (5) years from the date of disclosure of such Confidential Information, except that to the extent the Confidential Information is comprised of trade secrets, the obligation of confidentiality will continue for as long as such information is protected by the applicable law of trade secrets.

12. Warranties.

(a) Authority. Each party represents and warrants that: (i) it has all requisite legal and corporate power to execute and deliver this Agreement; (ii) it has taken all corporate action necessary for the authorization, execution and delivery of this Agreement; (iii) no agreement or understanding with any other person, firm, corporation or other entity exists or will exist which would interfere with its obligations under this Agreement; and (iv) this Agreement is a legal, valid and binding obligation enforceable against it in accordance with the terms of this Agreement.

(b) Performance. Miles represents and warrants that it will perform the Services in a workmanlike and professional manner according to the applicable Service descriptions set forth in the applicable SOW.

(c) Customer-supplied Materials. Customer represents and warrants that it either owns or has all necessary rights in any materials it provides to Miles for Miles to use such materials within or in connection with the Deliverables ("Customer-supplied Materials"). Customer further warrants and represents that to the extent the Customer-supplied Materials show any person, Customer has obtained all necessary rights and waivers from the individuals (or, in the case of minors, from their parent/guardian) appearing in such Customer-supplied Materials sufficient for those persons' name, image, persona and likeness to be used for commercial purposes worldwide, in any and all media, on a perpetual basis. Customer will, upon request of Miles, provide documentation sufficient to demonstrate Customer's acquisition of such rights.

13. Disclaimer. Except as set forth in the preceding section, neither Miles nor Customer nor their employees, affiliates, agents, suppliers, third party information providers, merchants, licensors nor the like make any warranties of any kind, and disclaim all such warranties, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or non-infringement for the Services or Deliverables provided under this Agreement. Miles and Customer do not warrant to each other that the Services or Deliverables will be error-free or that they will not be interrupted, nor do they make any warranty as to the results that may be obtained from the Services or Deliverables, or as to the accuracy, reliability, of any Deliverables.

14. Indemnification.

(a) Miles will indemnify Customer from and against all liabilities arising out of or in connection with any claim, suit, action or proceeding actually adjudicated alleging that the

Deliverables infringe upon any U.S. copyright, trademark or patent existing as of the Effective Date, provided that Customer promptly notifies Miles in writing of any claim alleging such infringement. In the event that some or all of the Deliverables is held by a court of competent jurisdiction to be infringing or if Miles reasonably believes that such Deliverables may be held to be infringing, then Miles may, at its expense: (i) provide a comparable replacement Deliverable; or (ii) obtain for Customer a license to continue using the Deliverables. This section sets forth Customer's sole and exclusive remedies for any claim of infringement related to the Deliverables or any other intellectual property licensed under this Agreement.

(b) Miles will have no liability for any claim of infringement resulting from: (i) Customer's use of a superseded or altered release of some or all of the Deliverables if infringement would have been avoided by the use of a subsequent unaltered release of the Deliverables which release is provided to Customer; (ii) any Deliverables or other materials not furnished by Miles, including Customer-supplied Materials; (iii) use of the Deliverables in combination with any equipment or software not contemplated under this Agreement; (iv) Miles's compliance with unique specifications of Customer; (v) the claimed infringement of any patent, copyright or intellectual property right in which Customer or any subsidiary or affiliate of Customer has any interest, or (vi) modification of the Deliverables by parties other than Miles or its subcontractors.

(c) Customer will defend, indemnify, and hold harmless Miles, its Affiliates, and their respective officers, directors, employees and agents from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorney's fees) arising out of or in connection with any actual or threatened claim, suit, action or proceeding relating to (i) Customer's or Customer's Affiliates' use of the Deliverables or receipt of the Services, (ii) the use of any Customer-supplied Materials, (iii) Customer's breach of any provision of this Agreement, including any warranty or representation contained in this Agreement, and (iv) any taxes imposed upon the Services or Deliverables payable by Customer in accordance with this Agreement.

15. **LIMITATION OF LIABILITY.** In no event will Miles or Customer be liable to each other 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 Miles or Customer has been advised in advance of the possibility that such damages may arise. Miles's and Customer's aggregate liability for any and all claims will not exceed the total amount of fees paid by Customer to Miles under this agreement during the six-month period immediately preceding the act or occurrence giving rise to such liability. The limitation of liability set forth in the preceding sentence does not apply to Customer's obligations to pay amounts to Miles when due under this Agreement which are governed by the terms of clauses 6 and 8. 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.

16. **Force Majeure.** Neither party will be liable for failure or delay in its performance under this Agreement if such failure or delay is due to circumstances beyond its reasonable control. Force Majeure includes (without limitation) epidemic or pandemic, acts of God, flood, drought, earthquake or other natural disaster, any fire, explosion, strike, lockout or other labour dispute, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed

conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations which materially and adversely affects the ability of Miles and/or Customer to perform its obligations hereunder. If the period of delay or non-performance continues for 30 days, either party may terminate this agreement by giving 7 days written notice to the other party.

The breaching party will use its best endeavours to remedy the failure or delay in performance caused by a Force Majeure event by utilising alternate methods of compliance that remain available to the breaching party.

17. Export. Each party shall comply with all applicable U.S. and export laws, regulations and rules and, in particular, will not export or re-export Confidential Information without obtaining all required government licenses, approvals or waivers.

18. Governing Law and Choice of Forum. This Agreement will be governed in all respects by the laws of the State of Florida as they apply to agreements entered into and to be performed entirely within Florida between Florida residents, without regard to conflict of law provisions. Both parties agree that any claim or dispute between them must be resolved exclusively by a state or federal court located in the Middle District of Florida. Both parties agree to submit to the personal jurisdiction of the courts located therein for the purpose of litigating all such claims or disputes, and waive all claims of *forum non conveniens*.

19. General Provisions.

(a) Injunctive and Other Relief. The parties acknowledge that if either party fails to comply with the confidentiality and intellectual property-related provisions of this Agreement, the other party may suffer irreparable harm for which there may be no adequate remedy at law. Accordingly, if either party fails to comply with any provisions of the said sections, then the other party will be entitled immediately to injunctive relief or any other appropriate equitable remedy. The right to seek injunctive relief is not exclusive and is without prejudice to the right to seek any other relief, including monetary damages, which might be appropriate under the circumstances, subject to the limitations provided in this Agreement.

(b) Waiver and Modification. This Agreement will not be amended except through a writing executed by the parties. Any failure or delay in exercising any right, remedy, or power under this Agreement will not operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition under this Agreement will not constitute a waiver of the act or condition itself.

(c) Assignment. Neither party may assign this Agreement, or any rights or duties under it without the other party's express, prior, written consent, except that either party may assign this Agreement without such consent in connection with any bona fide acquisition of such party or substantially all of such party's assets or business, whether by merger, sale of equity or assets or otherwise. The rights and obligations of this Agreement will bind and benefit any permitted successors or assigns of the parties.

(d) Headings. Section headings contained in this Agreement are inserted for convenience of reference only, will not be deemed to be a part of this Agreement for any other purpose, and will not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

(e) Notices. All notices, demands, requests or other communications required or permitted under this Agreement or by law will be in writing and deemed duly served on and given (i) when delivered either personally or by a commercial overnight carrier, with written verification of receipt; or (ii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. Such notices will be in writing and delivered to the address set forth below, or to such other notice address as the other party has provided by written notice pursuant to this provision:

If to Miles:

6751 Professional Parkway West
Suite 200
Sarasota, FL 34240
Attn: Lauren Bourgoing

If to Customer:

Bermuda Tourism Authority
22 Church Street, 5th Floor | Hamilton | HM11
Bermuda
441.279.5568
Attn: Jamari Douglas

(f) Execution in Counterparts. This Agreement may be executed in counterparts and such counterparts, taken together, will be one and the same Agreement.

(g) Further Assurances. The parties will execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

(h) Order of Precedence. If there is a conflict or ambiguity between any term of this Agreement and an SOW, the terms of this Agreement will prevail, unless and to the extent that this Agreement or an SOW expressly provides that any portion of the SOW will prevail.

[This space intentionally left blank. Signature page follows.]

(i) Entire Agreement. This Agreement, together with its exhibits and their related attachments, constitutes the entire agreement of the parties respecting its subject matter. It supersedes all prior and contemporaneous communications and understandings and agreements, written or oral, between the parties relative to its subject matter and merges all discussions between them. This Agreement may only be amended by subsequent written agreement which is duly executed by the parties. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated in this Agreement.

Accepted and agreed:

Miles Partnership, LLLP

DocuSigned by:

747F03565375435...

Signature

Chief Operating Officer

Title

8/24/2023

Date

Bermuda Tourism Authority


Tracy Berkeley (Aug 23, 2023 12:04 ADT)

Signature

CEO

Title

August 23, 2023

Date

Bermuda Tourism Authority


Erin Smith (Aug 23, 2023 12:06 ADT)

Signature

Erin Smith

Title

August 23, 2023

Date

[Signature Page – Master Services Agreement]








Miles Partnership-Bermuda Tourism Authority - Master Services Agreement (dtc) (03 Aug 23)-NMS

Final Audit Report

2023-08-23

Created:	2023-08-23
By:	Kayla Swan (kswan@bermutatourism.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXq9gBnRMyzG2h1vi-BsvnvzBooyHpeiv

"Miles Partnership-Bermuda Tourism Authority - Master Services Agreement (dtc) (03 Aug 23)-NMS" History

-  Document created by Kayla Swan (kswan@bermutatourism.com)
2023-08-23 - 2:53:18 PM GMT
-  Document emailed to Tracy Berkeley (tberkeley@bermutatourism.com) for signature
2023-08-23 - 2:54:11 PM GMT
-  Email viewed by Tracy Berkeley (tberkeley@bermutatourism.com)
2023-08-23 - 3:04:27 PM GMT
-  Document e-signed by Tracy Berkeley (tberkeley@bermutatourism.com)
Signature Date: 2023-08-23 - 3:04:51 PM GMT - Time Source: server
-  Document emailed to Erin Smith (esmith@bermutatourism.com) for signature
2023-08-23 - 3:04:52 PM GMT
-  Document e-signed by Erin Smith (esmith@bermutatourism.com)
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API
Signature Date: 2023-08-23 - 3:06:12 PM GMT - Time Source: server
-  Agreement completed.
2023-08-23 - 3:06:12 PM GMT



STATEMENT OF WORK NO. 1

SOW Effective Date:	April 1, 2023
Name of Customer:	Bermuda Tourism Authority
Initial Term:	Two Year Term
Renewal Term:	Auto-renewable for two additional one-year terms

This statement of work (“Statement of Work” or “SOW”) is entered into as of the SOW Effective Date set forth above and is made a part of the Master Services Agreement entered into between Miles Partnership, LLLP and the Customer identified above (the “Agreement”). Capitalized terms not defined in this Statement of Work have the meanings given in the Agreement.

Term

The term of this Statement of Work will begin on the SOW Effective Date and unless terminated earlier as provided in the Agreement, will continue in effect for the length of the Initial Term set forth above, and will automatically renew for the period of the Renewal Term set forth above, unless either party provides to the other party written notice no later than ninety (90) days prior to the then-current scheduled expiration of the Initial Term or Renewal Term of that party’s intention that the Statement of Work not be renewed.

Services and Deliverables

Create a well-rounded, multi-channel media buying campaign for the BTA including Digital, Social, SEM and Traditional. Be able to execute traditional and digital media buys not just domestically, but internationally as well.

Deliverables:

- 2023-2025 campaign recommendations, media plan and flowchart
- Monthly Google Data Studio Reports
- End of Campaign Reports

Budget breakdown and Compensation

Gross Media Budget	\$7,000,000 - 9,000,000
Monthly Management Fee	\$10,000
6% Commission of Gross Media Budget	\$420,000 - \$540,000

If the gross media budget exceeds \$9,000,000, Miles and the BTA will work together to determine the best fee structure and commission percentage for the incremental budget.

Quarterly, Miles will prebill media costs based on an approved media flowchart. A true-up process will occur at the end of each quarter based on a monthly budget tracker, then the next quarter’s billing will be adjusted accordingly. Customer will pay Miles as outlined in the Agreement.

The parties have executed this Statement of Work No. 1 as of the date first set forth above.

Miles Partnership, LLLP

DocuSigned by:

Randi Rogers

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Signature

Randi Rogers

Printed name

Chief operating officer

Title

8/28/2023

Date

Bermuda Tourism Authority

DocuSigned by:

Tracy Berkeley

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Signature

Tracy Berkeley

Printed name

Chief Executive Officer

Title

8/28/2023

Date

[Signature page – Statement of Work No. 1]