

U.S. Department of Justice  
 Washington, DC 20530

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

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

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

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

1. Name of Registrant Miles Partnership, LLLP	2. Registration Number 7382
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3. Name of Foreign Principal Tahiti Tourisme
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Check Appropriate Box:

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

7. What is the date of the contract or agreement with the foreign principal? 01/01/2026

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

Tourism promotion and representation services in the United States, including implementation of an annual marketing plan; advertising and media placement; events management; public relations; trade relations; partnerships; and digital marketing activities, including websites, social media, online campaigns, and SEO.

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

Tourism promotion and representation activities in the United States, including marketing, advertising, public relations, trade relations, events, partnerships, and digital marketing.

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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.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including 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 register<sup>3</sup> to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No 

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 register<sup>4</sup> to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No 

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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<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
01/11/2026	David Burgess	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/David Burgess
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 959 758" type="text" value="Sign"/> _____

**EXECUTION**

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

Date

Printed Name

Signature

1/8/26

David Burgess



# TAHITI

## TOURISME

### SUPPLY OF SERVICE AGREEMENT 2026

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 Ms Vaihere LISSANT.

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 the number A 16000000417 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 the UNITED STATES OF AMERICA (Hereinafter “Territory”) as of January 1<sup>st</sup>, 2026.

Now therefore, the Parties agree as follows:

### AGREEMENT

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### 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;
- 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 and liability 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 must implement the annual Marketing Plan approved and adopted 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 has to produce an **annual Marketing Plan** for the following year, no later than at the end of July of each year that this agreement is in effect, 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 change throughout the year depending on the market context.

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This annual marketing plan is to be realized within the **budget** voted by the same institution for the execution of the action plan ;

It is then understood that the definitive annual Marketing Plan and budget can be changed by TAHITI TOURISME during the year. Changes to the plan and Budget (annual marketing plan or representation fees) will be notified by email to REPS and will have contractual value.

- 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 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 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.
- 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 at the beginning of the year the latest. 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 permanent support and assistance to consumers and trade during Business hours.
- 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.

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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. All significant changes in the organization and/or the allocation of human resources dedicated to the destination *The Islands of Tahiti* made by REPS will be subject to notification of TAHITI TOURISME within one month before the change occurs.
- h) REPS declares and warrants that the list of all of its current clients conducting activities in the tourism and travel industries has been disclosed by REPS and is attached as **Exhibit B**. REPS will inform TAHITI TOURISME of any new clients that are conducting activities in the tourism and travel industries, not listed in Exhibit B, as they come into existence. REPS further declares that it will inform TAHITI TOURISME if REPS undertakes on any activity that shall place it in conflict with the interests (such as competing destinations, Tahiti partners, tour operators or travel agencies) of TAHITI TOURISME. TAHITI TOURISME can in that event, decide to terminate this agreement without notice.
- i) 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 violation, or apparent violation, occur as to any of the factors set forth in this article, REPS shall immediately notify TAHITI TOURISME as to the nature of such violation, as well as possible solutions to such violations. Should the violation be unable to be redressed immediately, 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,

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expenses, or damages. If TAHITI TOURISME is sued in any court for damages by reason of any of the acts of REPS, REPS shall defend said action at its own expense and shall pay and discharge any 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 judgment which it may be required to pay shall be promptly reimbursed by REPS upon demand.

- j) 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, damage or destruction by any person. REPS shall comply with all security regulations or procedures as commercially and reasonably required in the Territory.
- k) 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.
- l) 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.
- m) 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 must restore the "tahititourisme.org" mail to TAHITI TOURISME
- n) REPS shall wear the Tahiti Tourisme Brand Uniforms whenever they represent TAHITI TOURISME, et more specifically on TAHITI TOURISME's demand. REPS shall respect the "Uniforms guidelines" transmitted by TAHITI TOURISME. Furthermore, it is understood that REPS must give back to TAHITI TOURISME the Uniforms and the mother of pearl corporate tag at the definitive termination of the representative agreement.

This list is not intended to be the exclusive list of REPS's duties and shall in no way limit REPS's 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 have given a prior written approval to any subcontracting agreement between REPS and a third party for a service to be rendered within this present representation agreement.

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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;
- A detailed project report within 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 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.

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 by TAHITI TOURISME and transmitting the relevant invoice to TAHITI TOURISME.

All expenses shall be 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 as soon as the invoiced 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 204 188 948 XPF (including subcontractor fees) dedicated to the annual Marketing plan, and a monthly representation fee of 6 963 421 XPF (annual representation fee of 83 561 052 XPF). All fees and expenses paid to REPS shall be paid in United States Dollars (USD).

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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 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 shall be returned to TAHITI TOURISME which may use such excess funds at its sole discretion.

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 of by the amount of such Budget overrun in such manner that the overall aggregate of all Budget items is never overrun. Tahiti Tourisme has to validate this operation by prior written.

No cash advance will be granted.

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 and this, 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.

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### **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*.

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 and 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.

### **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. 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. 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 that cannot 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.

6.3. REPS shall be obliged to hand back 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.

6.4. This clause shall survive the termination of this Agreement.

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

This agreement shall commence on January 1<sup>st</sup>, 2026 (“commencement date”) and shall continue until December 31, 2026 (“term”), at which time it shall automatically terminate

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

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

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 14 days of being requested in writing to do so, or has defaulted as to any of the terms, obligations, covenants, representations of warranties under this Agreement which is or are not waived in writing by the non-defaulting party, and has failed to cure such default within 14 days of being requested in writing to do so; 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 which substantially prevents either party from performing its obligations under this Agreement has continued for more than two (2) consecutive months; or
- 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**

This Agreement shall be interpreted and construed and governed by the laws of French Polynesia applicable to agreements entered into and wholly performed therein. Any legal proceedings arising out of or relating to this Agreement or its alleged breach shall be brought in the Appeals Court of Papeete to the exclusion of any other forum, and the parties hereby submit to the jurisdiction of the aforesaid court.

### **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

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

**TAHITI TOURISME**

**MILES PARTNERSHIP**

Represented by: \_\_\_\_\_  
Signature: \_\_\_\_\_

Represented by: Randi Rogers  
Signature: \_\_\_\_\_  
Chief Operating Officer

DocuSigned by:  
*Randi Rogers*  
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- EXHIBIT A: Dedicated Team members
- EXHIBIT B: List of current clients

EXHIBIT A  
DEDICATED TEAM MEMBERS

- Vice President - Kristin Carlson
- Account Director – Mari Masuda
- Senior Media Director – Christine Shephard
- Vice President Media – Rachael Root

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360viewPR - Public Relations

PR Lead - Michelle Rodriguez

Media Relations Specialist - Jen Ortega

Assoc. Account Executive / PR Support - Sahara Velasquez

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## TOURISME

### EXHIBIT B

#### LIST OF CURRENT CLIENTS

**Alaska Travel Industry Association:** agency of record, print production, email marketing, co-op marketing and website development (2021)

**Albuquerque Convention & Visitors Bureau (NM):** SEO and SEM (2010)

**Americans for the Arts (DC):** diversity, equity and inclusion consulting, awareness campaign development, strategic communications planning (2021)

**Arbor Day Foundation/Arbor Day Farm (NE):** marketing strategy, consulting, paid media services (2024)

**Arizona Office of Tourism:** print production (2018)

**Ascension Parish Tourism Commission (LA):** agency of record (2022)

**Austin Convention & Visitors Bureau (TX):** print production, email marketing and digital advertising (2003)

**Beaver Run Resort & Conference Center (CO):** media services (2024)

**Bermuda Tourism Authority:** paid media agency of record (2023)

**Boone & Watauga County TDA (NC):** agency of record (2020)

**Boykin Management/Pink Shell Beach Resort & Marina (FL):** agency of record, website development, email/CRM strategy and public relations (2020)

**Brand USA:** co-op marketing, media buying, video production, print production and content marketing (2012)

**Branson/Lakes Area Convention and Visitors Bureau (MO):** digital marketing, website development, SEM, SEO and content production and distribution (2014)

**Brevard County Tourism Development Office/Florida's Space Coast Office of Tourism (FL):** print production (2021)

**Cape May – Lewes Ferry (DE/NJ):** website development (2017)

**Chattanooga Tourism Co. (TN):** agency of record (2019)

**Chickasaw Country (OK):** website development (2022)

**Choose Chicago (IL):** print production and digital advertising (2001)

**Citrus County Tourist Development Council (FL):** agency of record (2023)

**Colorado Tourism Office:** website development, print production, email marketing, advertising sales, call center management, diversity, equity and inclusion consulting, and paid search (2005)

**Compass Hotel by Margaritaville, Anna Maria Sound (FL):** digital agency of record and creative services (2020)

**Delaware Department of Agriculture:** creative services and ad hoc production needs (2017)

**Delaware Division of Parks & Recreation Administration:** market research and video/photography services (2017)

**Delaware Division of Small Business:** creative services and one-off production needs (2017)

**Delaware Tourism Office:** agency of record and print production (2010)

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- Destination Cleveland (OH):** monetization strategy and service (2021)
- Destination DC:** print production, email marketing and digital advertising (2012)
- Destination Madison (WI):** monetization support, sales and meetings strategy (2023)
- Destinations International:** agency of record and website development (2012)
- Discover New England:** strategic planning (2024)
- Discover Lancaster (MI):** creative and branding (2023)
- Discover Vail (CO):** diversity, equity and inclusion consulting and strategic planning (2023)
- Downstream Casino Resort (OK):** website development, web services and SEO services (2022)
- Experience Kissimmee (FL):** website development, SEO, content development and media buying (2021)
- Explore Asheville (NC):** website development (2023)
- Explore Minnesota Tourism:** digital marketing and monetization strategy, print production, website development and SEO (2016)
- Fairfax County Convention & Visitors Corporation (VA):** print production and digital advertising (2009)
- Georgia Department of Economic Development:** digital agency of record, website development, email marketing and content optimization (2013)
- Georgia State Parks & Natural Resources:** agency of record (2013)
- Golden Isles Convention & Visitors Bureau (GA):** media buying, SEO, SEM, creative and branding, video/photo production, email/database management and collateral services (2010)
- Greater Miami Convention & Visitors Bureau (FL):** web design and UX consulting, content strategy, personalization, conventions/meetings media and brand services, analytics and reporting (2018)
- Hawai'i Tourism Authority:** website development (2016)
- HHM Hotels - Independent Collection Hotels & Resorts (National):** brand-level CRM strategy, consulting and strategic services (2019)
- Hilton Sandestin Beach Golf Resort & Spa (FL):** agency of record, website development and SEO (2012)
- Invest Puerto Rico:** email/database management, lead management optimization (2023)
- Kentucky Department of Tourism:** agency of record and print production (2009)
- Kentucky Historical Society:** media buying (2019)
- Kentucky State Parks:** agency of record, print production and website development (2017)
- Ketchikan Visitors Bureau (AK):** branding (2024)
- Kuvera Partners/Aquarium at the Boardwalk (MO):** paid media, organic social, profile management and creative services (2025)
- Lee County Visitor and Convention Bureau (FL):** print production (2020)
- Live Aqua Resorts (Grupo Posadas, MX):** branding, creative and digital advertising (2024)

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**Los Angeles Tourism (CA):** diversity, equity and inclusion consulting and strategic planning (2023)

**Los Cabos Tourism (MX):** media strategy, consulting and buying (2023)

**Louisiana Office of Tourism:** creative and branding, website development, email marketing, social media, paid search, content optimization, database management and advertising services (2008)

**Madrid Turismo by IFEMA MADRID (Spain):** North American B2C Digital Campaigns including creative, content, media planning and buying services (2023)

**Maine Office of Tourism:** agency of record and diversity, equity and inclusion consulting (2021)

**Margaritaville Hotels & Resorts (Corporate):** CRM strategy and implementation, consulting and strategic services (2021)

**Margaritaville at Sea:** consulting and strategic services, reporting and analytics, content strategy, user journey and UX consulting (2022)

**Margaritaville Jacksonville Beach (FL):** digital agency of record (2022)

**Maryland Office of Tourism:** website development, print production, content marketing, SEO, video production and monetization services (2014)

**Memphis Tourism (TN):** agency of record, website development, print production and email marketing (2010)

**Miami Beach Convention Center (FL):** website design and development (2022)

**Michigan Economic Development Corporation:** website development (2016)

**Nashville Convention & Visitors Corporation (TN):** digital services and web development (2024)

**Nebraska Tourism Commission:** creative services, media buying, website development, print production, content and multimedia development (2017)

**New Jersey Division of Travel & Tourism:** print production, email marketing and social media services (2010)

**New Orleans & Company (LA):** print production and email marketing (1999)

**Niagara Falls USA Tourism (NY):** international digital marketing, strategic planning, content creation services (2024)

**North Dakota Department of Commerce & Tourism Division:** website development, email marketing and digital monetization (2007)

**North Myrtle Beach Convention & Visitors Bureau (SC):** agency of record (2020)

**Ocala/Marion County Visitor & Convention Bureau (FL):** media buying (2021)

**Ocean Breeze Inns (National):** digital agency of record, website development & maintenance, SEO, profile management, media buying and management and creative services (2022)

**Ocean Casino Resort (NJ):** agency of record, website development, SEO, blog, creative and CRM (2021)

**Ocean Properties, The Querque Hotel (NM):** website development & maintenance, SEO & content, profile management (2021)

**Opal Collection Hotels & Resorts (National):** digital agency of record, organic social and creative services (2022)

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- Okaloosa Tourist Development Council (FL):** website development (2022)
- Orange County Choppers Roadhouse Restaurant (FL):** website development and email marketing (2020)
- Pennsylvania Department of Community & Economic Development:** print production, website development, advertising and creative campaign development (2006)
- PGA Home Rentals (FL):** Website services (2013)
- Presidio Trust (CA):** creative campaign development, diversity, equity and inclusion consulting, media buying, content strategy, real estate marketing and SEO (2017)
- Reno-Sparks Convention & Visitors Authority (NV):** agency of record and media buying services (2025)
- Richmond Region Tourism (VA):** digital media buying (2013)
- San Diego Tourism Authority (CA):** web development (2023)
- San Francisco Travel Association (CA):** brand strategy and identity, media buying, print production, website development and SEO, media planning and buying (2001)
- Saracen Casino Resort (AR):** website development, creative services, email marketing, SEO and digital marketing services (2020)
- Sarasota-Bradenton International Airport (FL):** website development (2016)
- Seagar's Prime Steaks & Seafood (FL):** agency of record and website development (2012)
- Select Registry (National):** agency of record and website development (2022)
- Serenity by the Sea Spa (FL):** agency of record and website development (2012)
- The Sherry-Netherland (NY):** website development and digital agency of record (2014)
- Sirata Beach Resort (FL):** website development, SEO, paid media, content/creative and email marketing (2019)
- South Carolina Department of Parks, Recreation & Tourism:** print production (2020)
- South Dakota Department of Tourism:** print production, monetization support and web development (2016)
- Southern Delaware Tourism:** creative development and paid media strategy and management (2022)
- Springfield-Branson National Airport (MO):** website development (2020)
- Stellar Collection/Borealis Basecamp (AK):** branding services (2024)
- St. Joe Clubs & Resorts (FL):** digital agency of record (2023)
- Sweetwater County Joint Travel & Tourism Board (WY):** media buying, SEO/SEM, creative and branding, video/photo production, email database management and collateral services (2011)
- Suburban Cook County Travel, Tourism and Hospitality Economic Initiative (IL):** diversity, equity and inclusion consulting, strategic marketing and communications and campaign development (2022)
- Tahiti Tourisme:** trade and marketing representation in the U.S. (2023)
- Tempe Tourism (AZ):** agency of record (2024)

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- Tourism Diversity Matters:** strategic marketing and communications agency of record (2021)
- Tourism Exchange Japan:** U.S. luxury market trade representation for Kii Peninsula, Mie Prefecture and Nasu Highlands (2024)
- Tourism Fiji:** strategy and consulting, industry learning management system, media strategy and content creation services (2015)
- U.S. Virgin Islands Department of Tourism:** agency of record and website development (2020)
- Vail Local Marketing District (CO):** creative agency of record and content strategy (2022)
- Virginia Beach Convention & Visitors Bureau (VA):** agency of record (2023)
- Virginia Tourism Corporation:** print publishing (2024)
- Visit Anaheim (CA):** media planning and buying (2025)
- Visit Detroit (MI):** organizational strategic planning and implementation and diversity, equity and inclusion consulting (2021)
- VISIT FLORIDA:** print production, digital marketing and co-op agency of record (1997)
- Visit Grand Junction (CO):** print services (2007)
- Visit Greenville (SC):** agency of record (2022)
- Visit Lake Charles (LA):** agency of record including creative and media services (2019)
- Visit Longmont (CO):** print production and ad sales (2019) community awareness campaign services (2023), advertising services and creative services (2024)
- Visit Loudoun (VA):** agency of record (2019)
- Visit Mississippi:** international strategic marketing support services including creative development (2022)
- Visit Myrtle Beach (SC):** website development (2022)
- Visit North Carolina:** creative development for international marketing (2023)
- Visit Oklahoma City:** diversity, equity and inclusion consulting (2024)
- Visit Philadelphia (PA):** advertising services (2013)
- Visit Rogers (AR):** agency of record (2017)
- Visit Santa Barbara (CA):** website development (2016)
- Visit Sarasota County (FL):** agency of record and website development (2013)
- Visit Savannah (GA):** website development, digital media buying, partner program sales and consulting services (2017)
- Visit St. Pete-Clearwater (FL):** digital technology agency of record, website development, SEO/SEM and content development (1996)
- Visit Tybee Island (GA):** website development, digital media buying, partner program sales and consulting services (2017)
- Visit West Hollywood (CA):** brand guidelines, content development and website maintenance (2022)
- Visit Winston-Salem (NC):** website development (2022)
- Waco Convention & Visitors Bureau (TX):** creative services and media buying (2022)

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**West Virginia Department of Tourism:** agency of record (2024)

**Wicomico Recreation Parks & Tourism (MD):** branding and media buying (2022)

**Williamsburg Tourism Council (WTC)/Visit Williamsburg (VA):** agency of record (2024)

**Winter Park & Fraser Chamber (CO):** website development, SEO/SEM, media buying, creative and branding, video/photo production, email database management and collateral services (2016)

**Wyoming Office of Tourism:** print production and content optimization services (2006)

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