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OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 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, Registration 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 and Address of Registrant	2. Registration No.
MSLGROUP Americas, LLC	5483

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Tourism and Events Queensland	515 St Pauls Terrace, Fortitude Valley QLD 4006, Australia

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Tourism and Events Queensland

b) Name and title of official with whom registrant deals

Shelley Winkel, Global Publicity Manager

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature	
September 05, 2019	Chris Arco, SVP, Finance Director	/s/ Chris Arco	Sign eSigned

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 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, Registration 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	2. Registration No.
MSLGROUP Americas, LLC	5483

3. Name of Foreign Principal

Tourism and Events Queensland

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

See attached contract. Registrant's Australian affiliate, Fuel, contracted with Tourism and Events Queensland to provide public relations services in several countries. In connection with that contract, which has since been extended, Registrant was tasked with providing public relations services in the U.S. Those services included providing public relations services to launch a ride share submarine for passengers to explore the Great Barrier Reef, including media relations and outreach, drafting media strategy, pitching project launches, preparing media lists, and responding to media inquiries. Registrant's portion of the fees for this engagement was anticipated to be approximately $6,050

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

See response to question 7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

See response to question 7.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
September 05, 2019	Chris Arco, SVP, Finance Director	/s/ Chris Arco Sign eSigned

Footnote: "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.

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Tourism and Events Queensland

AGREEMENT FOR CREATIVE AND DIGITAL AGENCY

Tourism and Events Queensland

And

Publicis Australia Pty Ltd

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AGREEMENT FOR CREATIVE AND DIGITAL AGENCY

TERMS AND CONDITIONS

1. APPOINTMENT

1.1. Tourism and Events Queensland ("TEQ") appoints the Contractor to carry out the Services in accordance with these terms and conditions.

1.2. The Contractor accepts the appointment and shall not represent itself or allow itself to be represented as the agent or employee of TEQ.

2. DEFINITIONS & INTERPRETATION

2.1. **(Definitions)** In these terms and conditions, unless the contrary intention appears -

"**Agreement**" means the agreement between TEQ and the Contractor for the Contractor to provide the Services on these terms and conditions;

"**Contractor**" means the Contractor referred to in the Schedule and includes the officers, employees, agents and authorised sub-contractors (and their employees and agents) of the Contractor;

"**Contract Material**" means all material, including, but not limited to, documents, video material, computer software, equipment, information and data (stored by any means) whether or not that material is made available by TEQ or otherwise, which is compiled, created or prepared in connection with or for the purpose of performing the Services, including, without limitation, any reports prepared by the Contractor;

"**Project Officer**" means the person for the time being holding or performing the duties of the office specified in the Schedule or any other person or office substituted by TEQ by notice to the Contractor from time to time.

"**Services**" means the services described in the Schedule;

"**TEQ's Consent**" means prior written consent of TEQ which may be given subject to such terms and conditions as TEQ may see fit to impose; and

2.2. **(Interpretation)** In this Agreement:

2.2.1. clause headings are inserted for ease of reference and shall not be used as an aid to interpretation of this Agreement;

2.2.2. words importing the singular shall include the plural and vice versa;

2.2.3. words importing one gender shall include the other gender;

2.2.4. a reference to a person shall be construed as a reference to an individual, firm, body corporate or other entity (whether incorporated or not) and includes a government department, authority or agency; and

2.2.5. references to the Schedule are references to the Schedule to these terms and conditions which forms part of the Agreement.

3. PROVISION OF SERVICES

3.1. The Contractor shall provide and complete the Services to the standards, and in the manner and at the times referred to in the Schedule to the satisfaction of TEQ commencing and completing on the dates referred to in the Schedule.

3.2. The Contractor shall:

3.2.1. inform itself of TEQ's requirements in respect of the Services and comply with TEQ's standards, policies and procedures which apply from time to time;

3.2.2. consult with TEQ (through the Project Officer) throughout the performance of the

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Services; and

3.2.3. act professionally at all times in the performance of the Services.

3.3. Unless the context requires otherwise, these terms and conditions shall prevail over inconsistent matter contained, or incorporated by reference, in the Schedule, the offer by the Contractor and the call for expressions of interest/tender to the extent of the inconsistency.

4. FEES

4.1. The Contractor shall provide the Services for the fee referred to in the Schedule.

4.2. The Contractor must submit invoices to TEQ in accordance with the Schedule.

4.3. Subject to TEQ's reasonable satisfaction that the invoice submitted by the Contractor is in accordance with the Schedule, TEQ shall pay the Contractor the invoiced charge within thirty days of certification by the Project Officer that the Services to which the invoice relates have been rendered in accordance with these terms and conditions and that satisfactory progress has been made.

5. EXPENSES

5.1. The Contractor may make a request for reimbursement of expenses related to the Services as referred to in the Schedule.

5.2. Any claim for the expenses referred to in the Schedule, must be accompanied by validated receipts and must be submitted with an invoice for fees referred to in the Schedule.

5.3. The Contractor will only be eligible for reimbursement of expenses if the Project Officer has given the Contractor written approval to incur the expenses prior to the expenses being incurred.

6. PERSONNEL AND INSURANCES

6.1. The Contractor shall:

6.1.1. ensure that sufficient properly qualified and experienced personnel are assigned to perform the Services; and

6.2. The Contractor shall not:

6.2.1. allow specified personnel to delegate the Services assigned to them under clause 6.1; or

6.2.2. substitute other personnel for specified personnel, without TEQ's Consent.

6.3. Where any of the specified personnel are unable to perform any of the Services assigned to them the Contractor shall immediately:

6.3.1. notify the Project Officer; and

6.3.2. if so requested by TEQ, arrange for replacement of that person with a person satisfactory to TEQ (who will become the specified personnel) at no cost to TEQ.

6.4. TEQ may, at its direction, give notice requiring the Contractor to remove personnel from working on the Services. On receipt of such notice, the Contractor shall promptly remove any such person and arrange for replacement of that person with a person satisfactory to TEQ (who, where applicable, will become the specified personnel) at no cost to TEQ.

6.5. The Contractor shall effect and maintain all insurances:

6.5.1. required by law; and

6.5.2. as referred to in the Schedule, in connection with provision of the Services.

6.6 The Contractor must take all reasonable measures to ensure that its officers, employees and subcontractors do not engage in any activity or obtain any interest which is in conflict with the Contractor's ability to perform the Services for TEQ objectively and in good faith.

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7. **OWNERSHIP/DISCLOSURE OF CONTRACT MATERIAL**

7.1. All intellectual property rights attaching to Contract Material compiled, created or prepared by the Contractor in connection with the performance of the Services shall vest in TEQ upon payment for the compilation, creation or preparation of the Contract Material. The Contractor shall do all things necessary to perfect the vesting of the intellectual property rights attaching to the Contract Material in TEQ.

7.2. The Contractor shall not use Contract Material for any purpose other than performance of the Services without TEQ's Consent.

7.3. The Contractor shall:

7.3.1. keep all Contract Materials in a secure location so no unauthorised person is able to gain access to them; and

7.3.2. ensure Contract Materials are kept confidential and are not disclosed to any person other than TEQ and the Project Officer except where:

7.3.2.1. required by law; or

7.3.2.2. TEQ's Consent is obtained.

7.4. The Contractor shall deliver up all Contract Materials to the Project Officer upon completion of the Services or termination of the Agreement.

8. **PROJECT MANAGEMENT**

8.1. TEQ may appoint a Project Officer (referred to in the Schedule) as its agent for all purposes in connection with the Agreement.

8.2. Without limiting the generality of clause 8.1, if a Project Officer is appointed the Contractor shall:

8.2.1. liaise with and report to the Project Officer; and

8.2.2. attend meetings with and instruct TEQ's staff; as reasonably required by the Project Officer.

8.3. Reports by the Contractor to the Project Officer shall be in writing, unless otherwise permitted by the Project Officer.

9. **SUSPENSION OF SERVICES**

9.1. TEQ may require the Contractor to suspend work on the whole or any part of the Services for such time as TEQ advises or indefinitely:

9.1.1. upon giving reasonable written notice to the Contractor where TEQ determines that suspension is desirable because of the changed nature, scope or timing of the Services sought by TEQ; or

9.1.2. immediately upon giving written notice to the Contractor, where, in the opinion of TEQ, the Contractor acts or omits to act in such a way as to require immediate suspension of the Services.

9.2. TEQ may by written notice require the Contractor to recommence work on the suspended Services or any part of them.

9.3. Where the Contractor is required to suspend Services under clause 9.1.1 for a period in excess of two consecutive days:

9.3.1. the Contractor and TEQ shall negotiate in good faith as to reasonable compensation payable to the Contractor; and

9.3.2. any completion dates specified in the Schedule for the Services shall be postponed by a period equivalent to the duration of the suspension.

9.4. Where the Contractor is required to suspend Services under clause 9.1.2 it shall not be entitled to any compensation and any costs arising out of such suspension shall be borne by the Contractor.

9.5. In the event that the Contractor and TEQ do not agree on the amount of reasonable compensation within thirty days of the request for compensation by the Contractor the amount shall be

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determined by dispute determination pursuant to clause 15.1.

10. **VARIATIONS AND OTHER CONTRACTORS**

10.1. TEQ may request the Contractor to vary the Services in nature, scope or timing for example, but without limitation, by:

10.1.1. increasing, decreasing or omitting any of the Services;

10.1.2. changing the character or content, of any of the Services;

10.1.3. changing the direction or dimensions of any of the Services; or

10.1.4. performing additional work.

10.2. Where TEQ requests a variation to the Services, the parties shall negotiate in good faith a variation to the fee. The Contractor shall not commence to perform the Services as varied until the parties have agreed on the amended fee. The Contractor whilst determining the scope of the variation (but not the amended fee) is entitled to charge TEQ a fee calculated in accordance with the Contractor's standard consultancy rates.

10.3. Without limitation to the Contractor's other obligations in the Agreement, the Contractor:

10.3.1. acknowledges that TEQ may contract with more than one Contractor for performance of the Services or for services related to or connected with the Services;

10.3.2. shall, as and when required by TEQ:

10.3.2.1. work with TEQ's other Contractors;

10.3.2.2. exchange information with TEQ's other Contractors; and

10.3.2.3. assist TEQ's other Contractors, where necessary to perform the Services or allow TEQ's other contractors to perform the Services or services related to or connected with the Services.

11. **TERMINATION FOR DEFAULT**

11.1. If the Contractor:

11.1.1. fails to observe or perform any of its obligations pursuant to the Agreement;

11.1.2. fails to comply with a direction of TEQ given in accordance with the provisions of the Agreement;

11.1.3. assigns the Agreement or any of its benefits or purports to assign, sub-contract or otherwise divest itself of any of its obligations under the Agreement without TEQ's Consent;

11.1.4. enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management; or

11.1.5. abandons or refuses to proceed with the Services after Services have been commenced,

TEQ may suspend payment under the Agreement and shall notify the Contractor in writing of the reason for the notice and requiring the Contractor to show cause why the Agreement should not be terminated within fourteen days of the date of the notice.

11.2. If the Contractor fails to show cause to the reasonable satisfaction of TEQ in accordance with clause 11.1, TEQ may, without prejudice to any other rights, terminate the Agreement by notice in writing to the Contractor. The termination shall be effective from its receipt by the Contractor.

12. **TERMINATION AND REDUCTION**

12.1. TEQ may, at any time and without any reason being given, by written notice, terminate the Agreement in whole or in part. If the Agreement is terminated TEQ shall only be liable for:

12.1.1. payments under the payment provisions of these terms and conditions for Services (or any part) performed in accordance with the Agreement before the effective date of termination; and

12.1.2. subject to clauses 12.3 and 12.4, any reasonable costs incurred by the Contractor and

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directly attributable to the termination or partial termination of the Agreement.

12.2. Upon receipt of a notice of termination under this clause 12 the Contractor shall:

12.2.1. stop work as specified in the notice;

12.2.2. take all available steps to minimise loss resulting from that termination and to protect the Contract Material;

12.2.3. continue work on any of the Services not affected by the notice; and

12.2.4. deliver up to TEQ all Contract Material created prior to the date of termination, whether in draft or note form or otherwise and which relates to any of the Services affected by the notice.

12.3. In the event of partial termination, TEQ's liability to pay fees shall abate proportionately to the reduction in the Services required to be performed.

12.4. TEQ shall not be liable to pay any amounts under clause 12.1 where it would result in amounts greater than the fees and expenses respectively set out in the Schedule being paid to the Contractor. The Contractor shall not be entitled to compensation for loss of prospective profits or consequential or indirect losses.

13. **RELEASE AND INDEMNITY**

13.1. The Contractor shall perform the Services in accordance with all statutes, delegated legislation and the requirements of any statutory authority and at its own risk.

13.2. The Contractor shall be liable for loss or damage (including personal injury whether or not resulting in death) suffered by TEQ, its officers, servants or agents, arising from the wilful or negligent acts or omissions of the Contractor, in the course of the performance (or attempted or purported performance) of the Services.

13.3. The Contractor releases and indemnifies TEQ and all its officers, servants and agents from and against all actions, proceedings, claims and demands which may be brought or made against any of them by any person arising from:

13.3.1. any action or claim or threatened action or claim (including without limitation, for breach of intellectual property rights and in the nature of defamation) in relation to any Contract Materials prepared by the Contractor or in relation to any other part of the Services;

13.3.2. the wilful or negligent acts or omissions of the Contractor or any person for whose conduct the Contractor is liable;

13.3.3. any wilful or negligent acts or omissions of the visitors, invitees or licensees of the Contractor; or

13.3.4. death, injury, loss or damage suffered by the Contractor or any of its visitors, invitees or licensees except where the death, injury, loss or damage is caused by the negligence or other wrongful act or omission of TEQ, in connection with the performance (or attempted or purported performance) of the Services or any breach of the Agreement.

14. **GST**

14.1 For the purposes of this clause 14, the following definitions apply:

GST means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charge only to the extent they arise from TEQ's failure to pay when due

GST Amount means any Payment (or the relevant part of the Payment) multiplied by the appropriate rate of GST;

GST Law has the meaning given to that term in any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

Input Tax Credit has the meaning given to that term by the GST Law;

Payment means any amount payable under or in connection with this agreement including any amount payable by way of indemnity, reimbursement or otherwise and includes the provision of any non-monetary consideration;

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Tax Invoice has the meaning given to that term by the GST Law;

Taxable Supply has the meaning given to that term by the GST Law.

14.2 The parties agree that:

14.2.1 all Payments have been calculated without regard to GST;

14.2.2 each party will comply with its obligations under GST Law when calculating the amount of any Payment and the amount of any relevant Payments will be adjusted accordingly;

14.2.3 if the whole or any part of any Payment is the consideration for a Taxable Supply, the payer must pay to the payee an additional amount equal to the GST Amount, either concurrently with that Payment or as otherwise agreed in writing;

14.2.4 any reference to a cost or expense in the Agreement excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an Input Tax Credit. That relevant party will be assumed to be entitled to full Input Tax Credits unless it can claim otherwise prior to the date of any Payment; and

14.2.5 the payee will provide to the payer a Tax Invoice at the same time as any GST Amount is payable.

14.3 The Contractor will provide to TEQ any information reasonably requested by TEQ relating to the Contractor's Input Tax Credits and the amount of any costs incurred by the Contractor directly in connection with supplies made by the Contractor under the Agreement.

15. GENERAL

15.1. **(Dispute Determination)** Where the parties are in dispute regarding any matter relating to the Agreement, either party may, by written notice, require that the matter be referred for resolution by a person ("Expert") of appropriate qualification and experience agreed by the parties. If the parties cannot agree on an Expert within seven days, the chairperson of the Queensland Law Society, or the chairperson's nominee, will appoint the Expert. The Expert's decision is final and binding on the parties.

15.2. **(Unavoidable Delay)** A party to the Agreement shall not be entitled to exercise its rights and remedies upon the default of the other party (whether at common law or under these terms and conditions) if that default:

15.2.1. is caused by an act or event that is beyond the reasonable control of that other party;

15.2.2. continues for less than one month; and

15.2.3. was not reasonably foreseeable at the time the Agreement was entered into.

15.3. **(Waiver)** No rights under the Agreement shall be deemed to be waived except where the waiver is in writing and is signed by the party waiving its rights. A waiver by either party shall not prejudice its rights in respect of any subsequent breach of the Agreement by the other party. Any failure by either party to enforce any clause of the Agreement or any forbearance, delay or indulgence granted by either party to the other will not be construed as a waiver of the rights under the Agreement.

15.4. **(Governing Law)** The Agreement shall be governed by and construed in accordance with the law of Queensland.

15.5. **(Notices)** Notices under the Agreement may be delivered by prepaid postage, by hand, by telex or by facsimile transmission to each of the parties at the address set out in the Schedule or such other address as either party may specify by notice in writing to the other. Notices delivered by means of facsimile transmission shall be directed in accordance with the Schedule. Notices shall be deemed to be given:

15.5.1. two days after deposit in the mail with postage prepaid;

15.5.2. when delivered by hand; or

15.5.3. if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine, as the case may be.

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15.6. **(Entire Agreement)** The Agreement constitutes the entire agreement between the parties in relation to its subject matter.

15.7. **(Assignment)** Neither the Agreement nor any of the benefits or obligations may be assigned, sub-contracted or otherwise divested by the Contractor without TEQ's Consent.

15.8. **(Further Assurances)** The Contractor shall do, sign and execute (and cause to be done, signed and executed) all acts, deeds, documents and things as may reasonably be required by TEQ so as to carry out and give effect to the Agreement or to perfect or protect the rights of TEQ including, without limitation, the giving or obtaining upon request by TEQ of confidentiality undertakings in relation to Contract Materials and the subject matter of the Services from the Contractor enforceable by, and on terms acceptable to, TEQ.

SIGNED by, Steve McCabe for and on behalf of Tourism and Events Queensland in the presence of:

(Witness)

SIGNED by ROBERT KENT for and on behalf of Publicis Australia Pty Ltd in the presence of:

BRITT GROOM
(Witness)

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SCHEDULE

1. Contractor - Clause 2.1
Publicis Australia Pty Ltd ACN 004 117 284

2. Services - Clause 2.1
To participate in a panel of creative and digital agencies for delivery of creative and digital solutions for Queensland and its destinations. Services to be provided at the request of TEQ include the following:

Service Category	Description
Brand and Creative Development	Develop brand strategies and creative solutions for Queensland and its destinations for national and global audiences
Content strategy and development	Develop content strategies and content-led campaigns. Produce innovative and authentic content to tell our brand story.
Print design and production	Meet the day-to-day creative production requirements of TEQ. Provide quick turnarounds on small to medium sized jobs.
Digital design and production	Meet the day-to-day digital production requirements of TEQ. Provide quick turnarounds on small to medium sized jobs.
Social media	Develop social media strategies and solutions for TEQ's consumer brands.

3. Time-Frame - Clause 3.1
Commencement Date: 2 May 2016
Completion Date: 30 June 2019

TEQ may extend this Agreement upon the expiry of the initial term for two 12 month option periods.

4. Fees - Clause 4
Hourly rates charged on an individual project basis, subject to agreement on scope and deliverables.

Brand and Creative Development

	Hourly Rate excl GST	Hourly Rate incl GST
Core Team		
Managing Director	$250.00	$275.00
Head of Strategy	$200.00	$220.00
Account Director	$180.00	$198.00
Account Manager	$135.00	$148.50
Account Co ordinator	$100.00	$110.00
Creative		
Creative Director	$250.00	$275.00
Art Director	$175.00	$192.50
Creative Team	$175.00	$192.50
Digital		
Head of Digital	$250.00	$275.00
Production		
Head of Broadcast and Content Production	$160.00	$176.00

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Content Strategy and Development

	Hourly Rate excl GST	Hourly Rate incl GST
Core Team		
Head of Strategy	$200.00	$220.00
Account Director	$180.00	$198.00
Account Manager	$135.00	$148.50
Account Co ordinator	$100.00	$110.00
Creative		
Creative Director	$250.00	$275.00
Digital Creative Director	$250.00	$275.00
Art Director	$175.00	$192.50
Copywriter	$175.00	$192.50
Production		
Head of Production	$160.00	$176.00
Head of Broadcast & Content Production	$160.00	$176.00
In House Photographer	$180.00	$198.00
In House Photographer (shot download)	$130.00	$143.00
In House Editor - AVID	$170.00	$192.50
In House Editor - On Line	$350.00	$385.00

Print Design and Production

	Hourly Rate excl GST	Hourly Rate incl GST
Core Team		
Head of Strategy	$200.00	$220.00
Account Director	$180.00	$198.00
Account Manager	$135.00	$148.50
Account Co ordinator	$100.00	$110.00
Creative		
Creative Director	$250.00	$275.00
Digital Creative Director	$250.00	$275.00
Art Director	$175.00	$192.50
Copywriter	$175.00	$192.50
Production		
Head of Production	$160.00	$176.00
Head of Print & Digital Production	$150.00	$165.00
Lead Designer	$175.00	$192.50
Studio Production	$140.00	$154.00

Digital Design and Production

	Hourly Rate excl GST	Hourly Rate incl GST
Core Team		
Head of Strategy	$200.00	$220.00
Account Director	$180.00	$198.00
Account Manager	$135.00	$148.50
Account Co ordinator	$100.00	$110.00
Creative		
Creative Director	$250.00	$275.00
Digital Creative Director	$250.00	$275.00
Art Director	$175.00	$192.50
Copywriter	$175.00	$192.50
Digital Specialists		
Head of Digital	$250.00	$275.00
Executive Producer	$180.00	$198.00
Social Media Manager	$120.00	$132.00
Senior Developer	$160.00	$176.00
User Experience Designer	$160.00	$176.00
Production		
Head of Production	$160.00	$176.00
Head of Print & Digital Production	$150.00	$165.00
Lead Designer	$175.00	$192.50
Production Team (Digital & Print)	$140.00	$154.00

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Social Media

	Hourly Rate excl GST	Hourly Rate incl GST
Core Team		
Head of Strategy	$200.00	$220.00
Account Director	$180.00	$198.00
Account Manager	$135.00	$148.50
Account Co ordinator	$100.00	$110.00
Creative		
Creative Director	$250.00	$275.00
Digital Creative Director	$250.00	$275.00
Art Director	$175.00	$192.50
Copywriter	$175.00	$192.50
Social		
Head of Digital	$250.00	$275.00
Digital Account Director	$180.00	$198.00
Social Strategist	$180.00	$198.00
Social Media Manager	$120.00	$132.00
Content Entry & Uploads Tester	$90.00	$99.00
Production		
Head of Production	$160.00	$176.00
In House Photographer	$180.00	$198.00
In House Photographer	$130.00	$143.00
In House Editor - AVID	$175.00	$192.50
In House Editor - On Line	$350.00	$385.00

Prices are fixed for 3 years and are not subject to fluctuation. Should TEQ appoint Publicis to all five categories then projects that cover all five categories will benefit from a discount of 10% on the rates detailed above, provided the project does not have to be competitively pitched for. Any agreed external suppliers will be charged at cost.

5. Invoice Procedures - Clause 4
Timing of invoices to be determined on an individual project basis.

6. Expenses - Clause 5
Travel and other expenses as approved in writing by TEQ

7. Specified Personnel – Clause 6
Not Applicable

8. Project Officer - Clause 2.1
Jill Holloway
Director, Global Brand
Tourism and Events Queensland

9. Performance Requirements and specifications - Clause 3.1
In accordance with TEQ specifications as specified in TEQ Request for Tender and in accordance with the Contractor's warranties and undertakings specified in its response to TEQ's Request for Tender.

10. Insurance - Clause 6.5
Public Liability Insurance – coverage of $10,000,000
Professional Indemnity Insurance – coverage of $2,000,000

11. Person to appoint Independent Expert - Dispute Resolution - Clause 15.1
Unless the parties can agree upon an independent expert within seven (7) days of a receipt of a notice of dispute, the expert shall be nominated by Chairperson of the Queensland Law Society.

12. Notices - Clause 15.5

All notices under the Agreement are to be delivered to the following addresses:

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Contractor
Publicis Australia Pty Ltd

Tourism and Events Queensland
Level 10, 30 Makerston Street
Brisbane QLD 4000

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