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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.
MMGY Global, LLC 4601 Madison Avenue Kansas City, MO 64112	6492

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Barbados Tourism Authority	PO Box 242 Harbour Road Bridgetown, Barados W.I.

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

b) Name and title of official with whom registrant deals

David M. Rice, CHA President & CEO

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 19, 2017	Misti Borchers, Accounting Manager	/s/ Misti Borchers eSigned

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OMB No. 1124-0004; Expires May 31, 2020

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.
MMGY Global, LLC	6492

3. Name of Foreign Principal

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

Host and maintain tourism website to promote Barbados as a tourism destination.

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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 #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.

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 19, 2017	Misti Borchers, Accounting Manager	/s/ Misti Borchers 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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The Agreement

The purpose of this agreement is to outline in writing the mutual understanding between MMG Worldwide, Inc. (the "Agency") - and Barbados Tourism Authority a statutory body incorporated under the provisions of the Barbados Tourism Act Cap. 342 with its principal place of business at Harbour Road in the City of Bridgetown in Barbados (the "Client") in forming a marketing relationship.

I. APPOINTMENT

Client hereby appoints Agency as its authorized Interactive Development Agency for web development services described herein, and Agency hereby accepts such appointment and agrees to perform services in accordance with, and subject to, the following terms and conditions.

II. SERVICES PROVIDED BY AGENCY AS PART OF AGREEMENT

The Agency will perform the following services for the Client.

A. Allocate and provide sufficient resources (including employees & third parties retained by Agency, materials, and equipment) to perform services under this Agreement in accordance with the highest standards and in a manner that will enhance Client's online business and image.

B. Assume roles and responsibilities for the current visitbarbados.org website in terms of hosting and maintenance until the time the new site is launched.

C. Concept, design and develop the new website as scoped in the attached proposal dated April 23, 2009. This includes:

   a. Discovery
   b. Design and Development
   c. Stabilization
   d. Release

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e. Organic Search Engine Optimization

D. Hosting and maintenance of the new website utilizing MMG Worldwide's dedicated hosting environment as well as MMG service staff to ensure the site is live and functioning 99.99% of time. This includes:

a. Monthly global hosting in dedicated server environment
b. Full reporting and analytics relative to site performance and user data
c. Annual maintenance fee for server license and all CMS requirements
d. Ongoing maintenance of content changes and user information

E. The Agency warrants that it will hold and maintain all requisite licences, permits, permissions and/authorities necessary for the provision of the services under this Agreement

F. The Agency must, if requested by the Client, provide evidence of compliance with its obligations under clause 11.E to the satisfaction of the Client.

III. TERMS OF AGREEMENT

A. This term of Agreement shall be effective May 1, 2009 and will be automatically renewed each year unless either party provides written notice of termination, provided no less than thirty (30) days prior to the end of the current term. Notwithstanding the foregoing, either party may terminate this Agreement by providing at least ninety (90) days prior written notice.

B. In the event Client terminates this Agreement, Client agrees to pay Agency its costs incurred and unpaid as of the effective date of the notice of termination and for commitments to third-party vendors and suppliers made which are not cancelable. Agency shall make all reasonable efforts to mitigate the cost to Client for all non-cancelable commitments. Agency

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agrees to deliver to Client all of Client's property in Agency's possession and control after all invoices have been paid in full. Should cancellation notice be offered by either party, full documentation for all claims must be provided prior to cancellation.

C. Should the Agency fail to fulfill any of its obligations under this Agreement the Client shall be entitled to cancel this Agreement in which case the provisions referred to in paragraph (b) of this sub –article shall apply without prejudice to its rights to claim damages from the Agency if there are grounds for so doing. Damages hereunder shall be limited to the amount paid or payable to the Agency under this Agreement but shall not exceed the sum of five hundred thousand dollars ($500,000.00).

D. In the event that either party commits a material breach of any of its obligations under this Agreement (and where such breach is capable of remedy, has not remedied same within fifteen (15) days of receipt of a notice from the other party requiring the same to be remedied) or should either party file for bankruptcy or act in an illegal or maliciously damaging way then the innocent party may by notice to the party in default terminate this Agreement.

E. TERMINATION FOR CORRUPT PRACTICES

The Client may summarily terminate this Agreement in cases where there is evidence that:

(a) The Agency or its agent has offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or forebearing to do or having done or foreborne to do any action relation to the obtaining or execution of this Agreement;

(b) The Agency or its agent has shown favour or disfavor to any person in relation to this Agreement;

(c) The Agency or its agent in relation to any contract with the Government of Barbados or with the Client has committed an offense under the Prevention of Corruption Act, Chapter 144 of the Laws of Barbados or any Act replacing same.

F. In the event this Agreement is terminated in accordance with this clause the Agency shall be liable for any loss or damage resulting from such

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termination, notwithstanding any criminal liability which may thereby be incurred. Damages hereunder shall be limited to the amount paid or payable to the Agency under this Agreement but shall not exceed the sum of five hundred thousand dollars ($500,000.00).

IV. COMPENSATION FOR AGENCY

A. Agency Fees. All time, development fees, server/hosting costs and maintenance fees are included the attached scope document which is deemed to be part of this Agreement. All Agency compensation is included in the project scope cost and no additional fees or mark-ups for time will be billed to Client.

B. Additional Projects. For specific projects or services to be performed by Agency that are outside of the scope as defined, Agency costs associated with such projects will be pre-estimated and pre-approved by Client. Projects not listed in this Agreement shall be considered as Additional Projects.

C. Billing. Twenty-five percent (25%) of the approved project estimate will be billed in four equal installments starting with project inception through site launch. All expenses will be billed as the project progresses with prior approval from Client. Invoices will carry 30-day terms, except in such instances when cash advances are needed to reserve time or material.

D. Reimbursable Costs and Expenses. When required, Client shall, upon presentation of reasonable documentation thereof, reimburse Agency for direct out-of-pocket expenses, including travel and shipping expenses. These services will be billed to Client at NET, provided that Client has approved such expenses in advance.

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V. GENERAL PROVISIONS

A. Cost Estimates

Written estimates of anticipated costs for all major expenditures will be provided to Client for reference and prior approval. The Agency will not make any commitments on behalf of the Client without prior written approval.

Schedules/estimates will be signed by Client and returned to the Agency without unreasonable delay. Signed estimates/schedules will be Client's guarantee of payment to Agency and authorization to Agency to incur liabilities as contemplated thereby. Agency has no authority to bind Client to agreements without prior written authorization from Client. All such agreements will be provided to Client.

B. Other Services Not Covered

Should the Agency be called upon to perform any services not listed above, both parties will negotiate in advance the appropriate remuneration. The Agency shall have no claim against the Client for any additional services performed by it over and above thse required under this Agreement unless authorized in writing by the Client.

C. Information Supplied To Agency

The Client shall be responsible for the accuracy and propriety of all information it furnishes or causes to be furnished to the Agency in connection with Agency's performance under this agreement, and Client shall indemnify and hold the Agency harmless from all claims, costs, loss or liability, including reasonable attorney's fees, resulting from Client's failure to fulfill its obligations under this paragraph*. Agency shall treat as strictly confidential all information Client provides as such to the Agency.

D. Indemnification

Client will protect, defend, indemnify and hold Agency harmless from and against any loss of expense (including attorney's fees) arising out of any claim, suit or other proceeding instituted or threatened by a third-party

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resulting from or arising out of Agency's actions or inaction's that were specifically directed by Client which give rise to misleading, libelous, indecent, false, deceptive, inaccurate, illegal, copying or infringing nature of material or information and/or data supplied by Client to use in or substantiate claims made in the advertising produced by Agency for Client.**

Agency will protect, defend, indemnify and hold Client harmless from and against any loss of expense (including attorney's fees) arising out of any claim, suit or other proceeding instituted or threatened by a third party resulting from or arising out of (i) Agency's negligence or willful misconduct in connection with Agency's actions or omission's in performing its obligations under this Agreement, and (ii) any violation, or alleged violation, of any patent, copyright, trademark, service mark or any other third party intellectual property right by any work prepared, performed, purchased or subcontracted for by Agency for Client pursuant to this Agreement or any other agreement, except to the extent that any such violation is directly related to any information provided by Client to Agency.

**All asterisks apply to following: Provided, however, client will not indemnify agency for anything arising out of or related to Agency's own acts, omissions, negligence or willful misconduct.

E. Accounting

Agency shall maintain such books, records, and documents as required to substantiate all direct and indirect costs incurred by Agency in the performance of this Agreement during the period of this contract and for two (2) years after the termination of this agreement. Agency agrees that Client shall have the right to audit Agency records (excluding individual salary data), correspondence, written instructions, receipts, vouchers, and other documents insofar as they relate to this Agreement at the Client's expense. Such audit will be held during reasonable business hours and with 10 days written notice. Agency further agrees to preserve all of the above documents for a period of three (3) years.

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F. Property Rights

Subject to the rights of third parties with whom Agency contracts or otherwise reaches agreement in connection with the service:

1) All work prepared, performed, purchased or subcontracted for by Agency for Client, pursuant to any contract, agreement or understanding, whether written or oral, shall be exclusively Client's property with all rights, title and interest being owned and controlled by Client once Agency charges are fully paid.

2) For purposes of copyright ownership, Agency agrees that all such work performed for Client or in connection with or relating to Client's business, whether or not such work is specifically requested or commissioned by Client shall be deemed to be work made for hire. If for any reason such work is determined not to be work made for hire, then Agency hereby agrees to assign to Client sole and complete ownership of such work and all rights thereto, including all copyrights to such work, free from the payment of any royalty or additional compensation. Agency agrees to affix a copyright notice to any such work that is published in any medium whatsoever, naming Client as the owner of the copyright in such work. Agency agrees not to disclose or convey to third persons any such work without prior authorization of Client.

G. Confidentiality

The Agency acknowledges that during the engagement it will have access to and become acquainted with various innovations, processes, information, records, specifications owned or licensed by the Client and/or used by the Client in connection with the operation of its business including, without limitation, the Client's business and product processes, methods, accounts and procedures. The Agency agrees that it will not disclose any of the aforesaid, directly or indirectly or at any time thereafter, except as required in the course of this engagement with the Client. All files, records, documents, specifications, information, letters, notes, media lists, original artwork, source code or similar items related to business of the Client, whether prepared by the Agency or otherwise coming into its

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possession, shall remain the exclusive property of the Client. The Agency shall not retain any copies of the foregoing without the Client's prior written permission. The Agency further agrees that it will not disclose the terms of this Agreement without prior written consent of Client and shall preserve the confidential nature of its relationship to the Client.

H. Releases

Where photographs, copyrighted material, art work or rights belonging to third-parties are acquired by Agency in performing services for Client:

1) The Agency will obtain proper release, licenses, permits or other authorization for such materials acquired by it and will indemnify and hold Client harmless from all claims, cost, or liability arising from use of materials.

2) Client will endeavor to obtain similar authorization for use of such materials furnished by it to the Agency and will indemnify and hold Agency harmless from all claims, cost, loss or liability arising from use of materials so furnished, except where such claims, etc. arise in whole or in part out of Agency's acts, omissions, negligence or willful misconduct.

3) In the event Client is delinquent with regard to payment to Agency, Agency has the right to cease all work until the point that accrued billing is paid within thirty (30) days of invoice date.

I. Asset and Materials Storage

The Agency will store all photographs, illustrations and electronic files pertaining to authorized jobs for a period of two (2) years from date of completion or cancellation. Agency will follow the provisions of the Confidentiality agreement in Section G of this document. After two (2) years the information will be forwarded to the Client.

J. Notices

Should any legal proceedings be undertaken, all contractual elements will

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be subject and in accordance with the laws that govern the State of Missouri. Any notices given hereunder shall be deemed to have been duly given or made if delivered by hand, mail, facsimile, Email or other electronic device to the party to which it is required to be given or made at such party's address specified below or at such other address as the party have specified in writing to the party giving such notice or making such request: The following addresses shall be used for this Agreement:

To Agency: MMG Worldwide
Attn: Don Montague, Chairman
4601 Madison Avenue
Kansas City, Missouri 64112

To Client: Barbados Tourism Authority
Attn: Mr. David M. Rice, CHA
President & CEO
PO Box 242 Harbour Road
Bridgetown, Barbados W.I.
Telephone Number: (246) 467-3601
Facsimile Number: (246) 430 2308
Email Address: Davidr@visitbarbardos.org

Any such notice shall be deemed given on the date it is actually received.

MISCELLANEOUS

(A) The Agency shall perform the services with reasonable skill, care and diligence acting in a professional consulting capacity as an independent contractor for all purposes and in all situations and shall not be considered as an employee of the Client.

(B) No indulgence shown by either the Agency or the Client shall prevent the other subsequently insiting upon its rights and remedies under this Agreement.

(C) Any provision hereof which is prohibited unlawful or unenforceable under applicable law shall be ineffective without affecting any other provision of this Agreement, or shall be deemed to be served or modified to confirm with such law and the remaining provision of the

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Agreement shall remain in full force, provided that the purpose of this Agreement thereby can be effected.

The Client, Barbados Tourism Authority, and the Agency, MMG Worldwide, Inc. operating as a wholly-owned corporation, agree to the outlined terms.

AGREED TO BY:

For Barbados Tourism Authority

7/28/'09
Date

For MMG Worldwide

7/31/09
Date

C BEND - PRES.

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April 23, 2009
Revised Pricing for visitbarbados.org Website Redesign

This revised proposal addresses new requirements for the project's four components; moving the current website, development of the new site, hosting and maintenance of launched site and phase two development. This document provides clearer definition and pricing for website features and functionality. We would like to stress the importance of working with a small and agile marketing team that has the influence and authority to help meet the aggressive timeline. We will work directly with Richard Williams on approvals of each development milestone and recommend assigning key BTA personnel to gather required information and assets to ensure hitting the launch date of the new website.

I. Move Current Website to MMG Worldwide

MMG Worldwide will take over the hosting and maintenance of the current visitbarbados.org website. We will require the current provider to package up the current website code, database and digital assets and deliver them to MMG via CD's, DVD's or FTP site. We may also require support from the current provider for existing site set up and configuration.

Once running in our live environment, MMG will manage any changes to existing site content. We are recommending a monthly maintenance fee for budgetary reasons. Any major website additions or functionality changes will fall outside the monthly retainer and your MMG project manager will provide a written project estimate that will require client approval.

One-time setup cost	
Software setup and configuration	$5,000
Server hardware setup	$6,500
Total	$11,500
Ongoing site maintenance, hosting and monthly fees	
Monthly hosting in a dedicated environment	$1,300
Basic website maintenance and account management	$2,500
Monthly Total	$3,800

II. Phase I of Design and Development

Website design and development cost have been reduced to bring total pricing within defined budget requirements. To accomplish this we have moved some functionality to phase II initiatives to be accomplished in 2010. The following paragraphs define the scope and functionality of first phase of new website development.

Barbadostrails.com Extension
The content and experiences defined within barbadostrails.com website are inspiring and an important element that will be part of the new website. As part of the redesign we'll work closely with Brandman to explore the most effective method for leveraging, cross-promoting and categorizing this rich content. We will also investigate and implement the best way to incorporate a social element into the Trails functionality that will allow users to comment on content, as well as post their own.

4601 madison avenue kansas city missouri 64112 usa 816 472 5988 fax 816 472 7107
mmgworldwide.com

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Hotel and Travel Advisor Locator
An important feature of the site will be a hotel locator allowing potential visitors an easy way to compare hotel and resort properties in Barbados and help them select the property that best fits their needs. We will work with the Barbados team to define the organization of the hotel and resorts, and because so few branded hotels exist on the island, this tool will help to engender confidence with visitors. In addition to being listed, each property will have a dedicated section where they can display images and information such as description, location, activities, amenities, etc. An interface will be created that allows each business a secure login that enables them to submit content for display on the site, and this content will go into a staging area that will require approval before being posted to the live site. We are not proposing a booking engine, but for those visitors interested in scheduling a trip, we will create functionality that provides direct link to partner tour operator websites.

In addition to a hotel locator, we will create a travel advisor locator. Like the hotel locator, we will create a tool that helps the user locate a travel agent or tour company for booking assistance. We will tap into the BTA Elite Club database for this functionality.

Mapping
Website users have come to expect enhanced mapping functionality on destination websites. The Map feature will include navigation allowing the selection of categories of information such as; hotels, resorts, beaches, restaurants, historic, rum-based, etc. Itineraries will be integrated into the map allowing the user to select a predetermined itinerary or one they have created. This will allow the user to create a map displaying points of interest specific to them. The map could also integrate Trails database information. Each business listing will have the opportunity to display their location on the map.

Another feature of this element will be the inclusion of Google Earth flyovers. These customized, satellite based virtual tours will give visitors an up-close vantage point of the landscape and features of the island.

Promotional Areas
We envision the addition of promotional elements within site. These elements could easily be changed out by the BTA and could serve to collect opt-in visitor information to be used in future marketing efforts.

Travel Insurance (Revenue Sharing)
By incorporating a Travel Insurance element from Travel Guard into the site, we can easily offer site visitors, and agents, the opportunity to safeguard their travel while providing the BTA an incremental revenue stream. The booking functionality will be at no cost to BTA and will be skinned to match our master design.

Life Lessons
The site will feature videos of all the many benefits of a Barbadian vacation. From beach life to cuisine to history, we will ask local experts to video the best of Barbados and then constantly update and add this content to the site. This will be another area to cross-promote the Trails concept while reflecting the brand positioning of the offline adverting campaigns.

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The Barbados Weather
As part of the existing weather guarantee program, we will create special web-based offers and promotional content that describes and supports the program and provides links to travel partners for booking information.

Itinerary Builder
To help the user create a vacation specific to their needs and interest, we will create an itinerary builder that allows users to select themed itineraries or build itineraries of their own. If the user would like to save itinerary information, they will be able to create a login profile with user name and password, allowing them to access the information at a later date. Requiring their email address as the user name will help build the CRM database for future marketing efforts. We will incorporate the Trails website information into the itineraries section. During our Discovery phase of development we will work with the Barbados team and the Trails development team to determine the best method of integration.

Media Room
A Media Room section will be created to provide members of the media with information and digital assets for use in developing articles about Barbados. This section could include press releases, published articles, high and low resolution images, video and contact information. The Brandman Agency and Stewart Communications would have the ability to post and manage content to this section through an administrative interface that MMG develops.

Peer-to-Peer Sharing
MMG will develop a "Barbados Social Network" that allows visitors to share experiences and suggestions with one another beyond technology introduced with Trails integration. This network will extend the reach of the existing social efforts on the new site and look to integrate existing Barbadian networks on Facebook and Twitter.

Barbados Travel Industry Participation
We believe it's critical that the new BTA website include front-end and back-end technologies to allow partners to be profiled. We will create a tool that will allow Barbados Hotels and other constituents to post listings data so that the BTA does not have to collect and maintain this information. In addition to branded content generated by MMG's creative team, there is a need to capture and appropriately format the large amount of content that exists in the Barbados travel industry.

MMG would deploy an Asset Management System (AMS) that would allow industry members to submit their own content including business and event listings and destination information in general. This tool would offer an easy-to-use interface that not only allows attractions and destinations in Barbados to post written content for the website, but would also act as a submission tool for video and still assets that might be used on the site. Digital assets such as logos, photos and video would have fields for metadata such as title, photographer, category and keywords. This will allow us to tie this information into our search capabilities and organize these assets in an easy-to-use format. All information submitted will trigger a notification email to a member of the MMG account management team as well as appropriate BTA staff. Team members will review the asset to make sure it meets quality standards and only then will it be made available on the website.

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Organic Search Engine Optimization
Currently, visitbarbados.org struggles with organic ranking placement on major search engines in comparison to our competitors. Our goal is to significantly increase organic search placement for the new website.

The basic structure of the new website will have a huge impact on the organic rankings in search engines such as Yahoo! and Google. Organic rankings now have significantly more to do with the content and structure of your site than the metatags, and therefore, our sites are always structured with SEO in mind. All MMG programmers/ designers understand the importance of building a site that the search engines can index, and this includes search engine friendly file structure and link structure. For example, indexable CSS dropdown menus are implemented vs. Javascript. If Flash is used, it is implemented as an element of the site and is combined with text that can be indexed by the search engines.

Our SEO work includes the following initiatives:

- Optimize site structure to maximize internal link popularity
- Ensure the pages are coded in a search engine friendly format
- Per page optimization Elements are provided on a per page basis which consist of:
    - Exact keyphrases to be used within body copy
    - Exact Title tag
    - Header
    - Meta description tag, Meta keywords tag, Page URL
- Online Positioning Reports – Before/after position reports are run to check the rankings on Google/Yahoo!

The content generated for organic SEO is created by true copywriters. With a team of copywriters on staff, the SEO copy is not written by optimizers. The SEO team works directly with copywriters to create content that is natural to copy on the site and will be sure to maintain the use of Queen's English. MMG views the use of copywriters vital to creating a consistent voice throughout the site. Focusing on link popularity and proper site structure allows for high organic rankings with minimal manipulation to the existing copy of the site.

MMG copywriters will integrate site and optimization content with the Barbados dynamic language that also enhances the overall brand and product. MMG integrates seasonal promotions and offers with site optimization to ensure the consumer experience is seamless.

Foreign Language
The initial website content will be written using Queen's English based on the large usage by U.K. residents and because North Americans find this language to be affluent and sophisticated. We will also translate key sections of the site for French and Spanish. These sections would only include important information to help sell Barbados and provide appropriate contact information. We will assume 25,000 words for each language and this translation will include the actual translation, editing for interpretation, layout shifts (editing once content is on the site) and final proofing.

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Phase I Design and Development Budget

Discovery	$36,000
Team kickoff meeting	
Scope definition	
Functional requirements	
Business rules	
Site map	
Wireframes	
Content matrix	
Asset matrix	
Design concepts and approval	
Design and Development	$210,000
Site architecture	
Database architecture and development	
Visual design integration	
Flash development	
AMS development	
Content integration	
SEO planning	
Video and photography development	**$50,000 optional**
This line item for video and photography is to create assets specifically for use on the new website.	
Peer-to-Peer Sharing Network	$20,000
Mapping	
Stabilization	$35,000
Integration testing	
Deployment process verification	
Quality assurance	
Error handling	
Client review	
Release	$11,000
Transition/migration to live environment	
Quality assurance	
Analytics profile	
Post deployment review	
Translation (French and Spanish)	$15,000
Organic Search Engine Optimization	$18,000
Total estimate	$345,000 **not incl. visuals**

4601 madison avenue kansas city missouri 64112 usa 816 472 5988 fax 816 472 7107
mmgworldwide.com

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Timeline

Over the years MMG has developed hundreds of tourism, hospitality and entertainment websites. Our design teams will be able to quickly develop and present several comps. Concurrently, your MMG account service team will be working with the Barbados team to gather site content, while our site architect defines site structure and data organization. As referenced above, the project timeline is aggressive and complex. Project delivery and success will hinge on all stakeholders being able and available to provide feedback and approvals at defined milestones.

Detailed project plan included below.

Executive overview:

Project Start - 4/15/09

Status Review 1 - 5/19/09

- Deliverables to be reviewed:
  - Project Status Report
  - Discovery Documents and Functional Scope
  - Initial SiteMap
  - Creative Concepts

Status Review 2 - 6/17/09

- Deliverables to be reviewed:
  - Project Status Report
  - Site Wireframes
  - Approved Concept Refinements

Status Review 3 - 7/15/09

- Deliverables to be reviewed:
  - Project Status Report
  - Copy and Content Matrix
  - Test Plan

Final Status Review 4 - 8/18/09

- Deliverables to be reviewed:
  - Project Status Report
  - Beta Website

Launch: week of 8/31/09

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III. Hosting and Maintaining New Website

Once the new website is ready for launch, we will move it to the live environment used by the existing site. Since we will be using the same hardware, we will not charge any set up fees for the new site. An administrative back-end will be create that will allow site updates to be done quickly and easily by either MMG or BTA personnel. We are recommending a monthly maintenance retainer for site updates and changes to be carried out by the MMG team. Again, any major website additions or functionality changes will fall outside the monthly retainer and your project manager will provide a written project estimate that will require client approval.
Website analytics tracking and reporting will be important to ensure the success of our marketing efforts for BTA. Analytics will give us the information we need to make informed decisions on changes to our efforts. We have included analytics reporting as part of the monthly fees.

Ongoing site maintenance, hosting and monthly fees

Monthly hosting in a dedicated environment	$1,300
Basic website maintenance and account management	$9,500
Analytics reporting (BTA will help define the specific analytics objectives)	$800
Monthly Total	$11,600

IV. Phase II of Design and Development

Beyond the initial site development, the BTA should budget in 2010 extensions that improve the site ongoing.

Mobile Extension
Phase I of the new website will include a mobile compatible website for smart phone users. As part of our phase II initiative we would extend the functionality of new website even further into emerging mobile channels.

This output would primarily be catered to the tourists already on the island seeking entertainment and dining options, but it could also serve as a strong promotional element when promoted via mobile advertising opportunities and outbound text campaigns.

Virtual Rum and Food Tasting
We would like to develop some fun technology that would allow site users to experience the rum shops and restaurants of Barbados, virtually. Through the use of creative visuals and narration, we can create a web version of food and beverage tasting.

Domain Consolidation
There are multiple online properties in existence currently. We'd look to consolidate the information into one destination with many points of access. For example, content from idobarbados.com would be leveraged in a weddings promotional area, Barbadosgourmetcard.com would be leveraged in a culinary and dining area...etc. Consolidating this content will not only enhance Barbados as an online brand and premium destination, it will also extend our reach within search and social marketing channels.

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Estimated cost of Phase II Design and Development

Discovery	$9,000
Design and Development	$75,000
Stabilization	$10,000
Release	$6,000
Total estimate	$100,000

Budget Recap:

2009 Budget:

Server setup	$11,500
Hosting and maintenance for four months	$15,200
Phase I website design and development	$345,000
Hosting, maintenance and reporting for four months	$46,400
Total estimate	$418,100

Additional Declarations

- Any functionality request beyond what is detailed in this scope document will be estimated as an additional cost.

*Above costs are based on a normal turnaround time upon receiving a signed approval form from client and do not include tax, contingency or shipping. If the specifications of the project are changed, a new estimate will be provided for approval. Once estimate is approved, 20% of the total phase I website design and development estimate will be billed to client. The remaining balance will be billed in four monthly increments equal to 20% of the phase I estimate. Monthly fees are billed on the first of the month. If the project is cancelled before completion, all accrued charges to date will be billed. This estimate also does not include Reimbursables (long distance, copies, overnight shipping, etc.) which will be billed separately at a net rate. In some cases, estimates may vary by +/- 10%.

client approval _____ date _____

We are not asking for approval of the following budget but offer it for planning purposes only.

Estimated 2010 Budget (subject to change once further discussions take place):

Hosting, maintenance and reporting for 12 months	$139,200
Phase II website design and development	$100,000
Total estimate	$239,200

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MMGY GLOBAL

client Barbados Tourism Authority

job name Hosting and Maintenance Contract Extension

this estimate good until 01/31/14

Overview Description

The purpose of this estimate is for MMGY to extend the monthly hosting and maintenance services for the Barbados Tourism Authority from February 1st to April 30th, 2014 until new vendor, Sunisle, can complete transition process.

The extension of the services includes the following:

- Hosting Services
- Maintenance Support

The sites covered under this scope include:

- visitbarbados.org
- foodwinerum.com
- runbarbados.org

Hosting

Further discussion between MMGY and BTA will be required to determine DNS transfer in preparation for transitioning sites listed to new vendor. If additional domains are requested for hosting, MMGY can provide an addendum to BTA for approval of additional hosting services and costs as required.

Maintenance Support Definitions and Assumptions

The extended maintenance agreement will include a maximum of 15 hours per month for maintenance requests to maintain and support the websites. Maintenance requests entail updates or modifications to the existing set up and functionality. Maintenance covers time for project management, art direction, development, quality assurance and system administrator services.

MMGY will evaluate all requests and provide time estimates. If a request supersedes maintenance hours allocated, MMGY will estimate request at a maintenance rate of $150 per hour.

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If new functionality or platform upgrades are required, MMGY will assess the functionality to determine if it's within scope of work or if it will need to be estimated at an additional cost.

Note: Any requests after January 31st, 2014 to assist with the transition of the websites to new vendor (ie. providing an updated database, recompiling code, etc) will fall under maintenance support. Timeline adjustments for any additional work will be provided to BTA for review and approval.

Third-Party Vendors:

MMGY will continue to support these third-party vendors to achieve the following functionality:

1. **BHTA Book Barbados Now** – Booking Engine
2. **ExactTarget** – Email Marketing and Database (houses form submission and serves as eCRM tool)
3. **Google Analytics** – Analytics

Any additional costs that are incurred from these third-parties as a result will be covered directly by BTA.

Should the integration of these third-parties technologies exceed the budget allocated for this project, MMGY will notify BTA and discuss additional compensation needs for approval.

Client Responsibilities

- Work with MMGY to establish a solid project transition including the identification of all relevant BTA stakeholders/decision-makers and primary contacts with identified third party vendors.
- Provide timely feedback and approval on all MMGY deliverables based on an established/approved project timeline. Any date that is missed will be reflected on the project timeline and delivery date will be adjusted accordingly.
- Work with MMGY to ensure the scope of the project does not exceed the project budget.
- Assist in the management of third party vendors during the website transition process, specifically those that are hired vendors of BTA.
- Ensure hired third-party vendors provide all necessary assets and documentation to MMGY in the requested timeframe.

Project Timing

MMGY expects the following:

- All maintenance requests will follow regular turnaround time from date of request
- At least 2 weeks' notice for any updated databases requests by vendor
- 30 days notice/confirmation of services ending

Targeted end of services date: March 31st, 2014

estimated costs

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Ongoing Pricing until April 30th, 2014	**$6,350.00**
Hosting	$1,300 /month
Maintenance Support (15 hours per month)	$1,875/month

Additional hours will billed at $150 per hour

Additional Declarations

- Any functionality request beyond what is detailed in this scope document will be estimated as an additional cost.
- The FWR mobile site transition is outside of this scope and managed by third party provider, Moblico.

*Above costs are based on a normal turnaround time upon receiving a signed approval form from client and do not include tax, contingency or shipping. If the specifications of the project are changed, a new estimate will be provided for approval. Once estimate is approved, estimate will be billed according to the contract billing schedule. If the project is cancelled before completion, all accrued charges to date will be billed. This estimate also does not include Reimbursables (long distance calls, GoTo Meetings, shipping, etc.) which will be billed separately at a net rate. In some cases, estimates may vary by +/- 10%.

client approval _____ date 1-25-14

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MMGY GLOBAL

client Barbados Tourism Authority

job name Hosting and Maintenance Contract Extension

this estimate good until 01/31/14 *updated on 04/07/14*

Overview Description

The purpose of this estimate is for MMGY to extend the monthly hosting and maintenance services for the Barbados Tourism Authority from February 1 to May 30, 2014 until new vendor, Sunisle, can complete transition process.

The extension of the services includes the following:

- Hosting Services
- Maintenance Support

The sites covered under this scope include:

- visitbarbados.org
- foodwinerum.com
- runbarbados.org

Hosting

Further discussion between MMGY and BTA will be required to determine DNS transfer in preparation for transitioning sites listed to new vendor. If additional domains are requested for hosting, MMGY can provide an addendum to BTA for approval of additional hosting services and costs as required.

Maintenance Support Definitions and Assumptions

The extended maintenance agreement will include a maximum of 15 hours per month for maintenance requests to maintain and support the websites. Maintenance requests entail updates or modifications to the existing set up and functionality. Maintenance covers time for project management, art direction, development, quality assurance and system administrator services.

MMGY will evaluate all requests and provide time estimates. If a request supersedes maintenance hours allocated, MMGY will estimate request at a maintenance rate of $150 per hour.

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If new functionality or platform upgrades are required, MMGY will assess the functionality to determine if it's within scope of work or if it will need to be estimated at an additional cost.

Note: Any requests after January 31, 2014 to assist with the transition of the websites to new vendor (ie. providing an updated database, recompiling code, etc) will fall under maintenance support. Timeline adjustments for any additional work will be provided to BTA for review and approval.

Third-Party Vendors:

MMGY will continue to support these third-party vendors to achieve the following functionality:

1. **BHTA Book Barbados Now** – Booking Engine
2. **ExactTarget** – Email Marketing and Database (houses form submission and serves as eCRM tool)
3. **Google Analytics** – Analytics

Any additional costs that are incurred from these third-parties as a result will be covered directly by BTA.

Should the integration of these third-parties technologies exceed the budget allocated for this project, MMGY will notify BTA and discuss additional compensation needs for approval.

Client Responsibilities

- Work with MMGY to establish a solid project transition including the identification of all relevant BTA stakeholders/decision-makers and primary contacts with identified third party vendors.
- Provide timely feedback and approval on all MMGY deliverables based on an established/approved project timeline. Any date that is missed will be reflected on the project timeline and delivery date will be adjusted accordingly.
- Work with MMGY to ensure the scope of the project does not exceed the project budget.
- Assist in the management of third party vendors during the website transition process, specifically those that are hired vendors of BTA.
- Ensure hired third-party vendors provide all necessary assets and documentation to MMGY in the requested timeframe.

Project Timing

MMGY expects the following:

- All maintenance requests will follow regular turnaround time from date of request
- At least 2 weeks' notice for any updated databases requests by vendor
- 30 days notice/confirmation of services ending

Targeted end of services date: May 30, 2014

estimated costs

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Ongoing Pricing until May 30, 2014	**$6,350.00**
Hosting	$1,300 /month*
Maintenance Support (15 hours per month)	$1,875/month*

All additional hours will billed at $150 per hour

*If hosting and maintenance support services are needed post contract completion, MMGY can extend on a monthly basis at the same estimated monthly costs noted above without formal contract. A two week notice for an updated database request by vendor and a 30-days notice/confirmation of service ending will be required prior to canceling this ongoing support.

Additional Declarations

- Any functionality request beyond what is detailed in this scope document will be estimated as an additional cost.
- The FWR mobile site transition is outside of this scope and managed by third party provider, Moblico.

*Above costs are based on a normal turnaround time upon receiving a signed approval form from client and do not include tax, contingency or shipping. If the specifications of the project are changed, a new estimate will be provided for approval. Once estimate is approved, estimate will be billed according to the contract billing schedule. If the project is cancelled before completion, all accrued charges to date will be billed. This estimate also does not include Reimbursables (long distance calls, GoTo Meetings, shipping, etc.) which will be billed separately at a net rate. In some cases, estimates may vary by +/- 10%.

client approval _____ date 5/5/2014

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MMGY GLOBAL

client Barbados Tourism Authority

job name Monthly eCRM Program Management

estimate date 5/29/2014

this estimate good until 6/29/2014

Overview Description

The following estimate reflects the costs associated with the monthly management of all Barbados Tourism Authority emails.

- Data Management
- Email Testing
- Email Creation: Copy, Creative and Coding
- Email Deployment
- Email Reporting

Client Responsibilities

- Provide timely feedback of all test emails and/or stage links.

estimated costs

Pricing until August 31, 2014	**$20,400**
eCRM Program Management	$6,800 /month*

Additional Declarations

- Any functionality request beyond what is detailed in this scope document will be estimated as an additional cost.

*Above costs are based on a normal turnaround time upon receiving a signed approval form from client and do not include tax, contingency or shipping. If the specifications of the project are

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changed, a new estimate will be provided for approval. Once estimate is approved, estimate will be billed according to the contract billing schedule. If the project is cancelled before completion, all accrued charges to date will be billed. This estimate also does not include Reimbursables (long distance calls, GoTo Meetings, shipping, etc.) which will be billed separately at a net rate. In some cases, estimates may vary by +/- 10%.

client approval _____ date 6/6/2014

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PROJECT ESTIMATE

client Barbados Tourism Authority

job name Exact Target License

estimate date 5/29/2014

this estimate good until 6/29/2014

description

The following estimate reflects costs associated with an annual Exact Target license and Sender Authentication Package.

Services:

- Exact Target License $6,250/year

Total project estimate **$6,250/year**

Additional Declarations

- Any functionality request beyond what is detailed in this scope document will be estimated as an additional cost.
- Exact Target License will expire March 31, 2015.

*Above costs are based on a normal turnaround time upon receiving a signed approval form from client and do not include tax, contingency or shipping. If the specifications of the project are changed, a new estimate will be provided for approval. Once estimate is approved, 100% of the total estimate will be billed to client. If the project is cancelled before completion, all accrued charges to date will be billed. This estimate also does not include Reimbursables (long distance, copies, overnight shipping, etc) which will be billed separately at a net rate. In some cases, estimates may vary by +/- 10%.

client approval _____ date 6/6/2014

4601 madison avenue kansas city missouri 64112 usa 816 472 5988 fax 816 472 7107 mmgyglobal.com

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ADVERTISING AGENCY AGREEMENT

This agreement, together with Exhibits A and B, attached (collectively, the "Agreement") sets forth the terms and conditions of the appointment of MMG Worldwide, Inc. ("Agency") with offices at 4601 Madison Avenue, Kansas City, Missouri 64112, U.S.A as advertising agency for The Barbados Tourism Authority ("Client")with offices at Harbour Road, St. Michael, Barbados..

I. APPOINTMENT

Client hereby appoints Agency as its advertising, marketing and interactive Agency for the marketing services described herein, and Agency hereby accepts such appointment and agrees to perform services in accordance with, and subject to, the following terms and conditions. Except as expressly agreed to in writing by the parties, during the Term of this Agreement and for a period of six (6) months thereafter, Agency agrees it, and its subsidiaries and affiliates, will not perform any advertising services for any person or entity which markets products and/or services which are competitive with the products and services offered by Client as set forth on Exhibit A hereto.

Nothing herein prevents Client from using other vendors to perform the same or similar services as Agency is performing hereunder.

II. SERVICES PROVIDED BY AGENCY AS PART OF AGREEMENT

The Agency will perform the following services ("Services") for the Client:

A. Allocate and provide sufficient resources (including employees, contractors and other third parties retained by Agency, materials, and equipment) to perform services under this Agreement in accordance with the highest standards of the profession and in a manner that will enhance Client's business, image and revenues. The assignment is for North American marketing on behalf of Toronto, Miami, Los Angeles and New York offices (the "Territory").

B. Support strategic planning process for Client.

C. Concept, design and develop all advertising, online marketing and promotional campaigns.

D. Plan and place all media on the Client's behalf.

E. Check and verify insertions, displays, broadcasts or other means used, in accordance with reasonable practices and procedures of the industry, for media placed by the Agency. In the event of a shortfall, Agency will secure appropriate refund, credit or "make goods", at Client's direction.

F. Support all direct and e-direct programs as well as production of all marketing and sales materials.

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G. In connection with the Services to be performed hereunder, Agency will endeavor to secure the most advantageous rates and prices for all services and materials purchased for Client.

Submit all creative (and plans therefor) to competent counsel for legal review. Agency shall, at Client's expense, unless otherwise agreed to by the parties, conduct preliminary trademark searches when applicable.

III. TERM AND TERMINATION

A. The term of this Agreement shall be effective February 1, 2009 and continue for a period of three years (the "Term") and can be renewed, at the sole discretion of the Client, for two additional contract periods of one year each.

B. Either party may terminate this Agreement effective immediately upon the giving of notice if: (a) the other party ceases to conduct its operation in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the other party, or a receiver or custodian is appointed or applied for the other party, or an assignment for the benefit of creditors or a transfer of all or substantially all of its property is made by the other party; or (b) the other party discontinues its corporate existence or merges or consolidates with any other entity without the prior written consent (as to this Agreement) of the party entitled to terminate.

C. Either party may terminate this Agreement, or any assignments specified herein, for any reason, upon one hundred and eighty (180) days written notice.

D. For compensation purposes, termination time of this Agreement shall be construed as 12:01 a.m. of the effective date of termination. Agency will use its best efforts to minimize all costs during the period between notice of termination and the effective date of termination for which compensation or reimbursement will be sought by Agency hereunder.

E. In the event either party shall fail to pay any sum which it is obligated to pay hereunder when due or shall voluntarily or involuntarily violate or be in default in the performance of any material term, covenant, condition or agreement hereof to be kept and performed by such party, the other may, at its option, then or at any time thereafter and while said default continues, upon fifteen (15) days prior written notice to the defaulting party, in addition to any remedies that the party may have in law or equity, terminate this Agreement and be relieved of all further obligation hereunder arising after the date of termination, provided that the party in default may defeat such notice by curing the breach complained of within such notice period. Agency's rights, duties, and responsibilities shall continue from the date of the notice of termination until the termination time and date. Agency will be paid in accordance with the terms of this Agreement for all authorized work in progress, to the extent completed.

F. Prior to or on the date of termination and at Client's direction provided Client has paid the undisputed portion of its indebtedness owed to Agency, Agency shall, at Client's expense, promptly deliver to Client all property

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and materials in its possession or control belonging to or paid for by Client. Agency will also cooperate in transferring all contracts related to Materials to the extent Client deems necessary, and all rights therein, as well as cooperating with Client and new advertising agency, if any, in order to effect an efficient transition of responsibilities.

G. Any discounts or any other refunds owing Client will be remitted to Client after termination as they are received by Agency.

H. Obligations properly incurred under this Agreement by either party prior to the effective date of termination will survive such termination.

I. During the period of time after a party has given notice to the other pursuant to this paragraph, the rights, duties, obligations and liabilities of the parties pursuant to this Agreement shall continue, including without limitation, the payment of any commissions and the placement of advertising in media whose air dates or insertion dates fall within the notice period.

IV. COMPENSATION FOR AGENCY

A. Agency Fees – Client will pay Agency a monthly fee ("Fee") of US$30,000 with a five (5) percent increase at the beginning of each subsequent contract year. This Fee, combined with Agency commissions, will cover all agency time with respect to the Services to be performed hereunder. NOTE – this $30k must be based upon an assumed average number of man hours dedicated to the account which should be stipulated and in the event that this average is reduced by more than 20% for three consecutive months, or for at least six months in any 12 month period, there should be an adjustment.

B. Agency Commissions - Media placement and outside production costs (such as photography, research, and direct marketing fulfillment) ("Media and Productions Costs") will be commissionable at a reduced agency commission of ten (10) percent. Commissions for media placements shall be based on NET cost. This commission compensation is based on a Client-guaranteed minimum spend of US$5 million. Should the total of Media and Production Costs be less than US$5 million in any contract year, Client shall pay Agency the fee equivalent of 10% of the difference between actual spend and US$5 million. For purposes hereof, the "net media cost" or "NET" means (a) the media's published rate card charge, less any volume purchase or other discounts or allowances therefore realized with respect to the placement, and (b) less any commission or other compensation to Agency to the extent such commission or compensation is included in the amount calculated under clause (a) above.

C. Agency Bonus – Based on tracked Client visitation*, Agency will receive annual performance bonuses as follows:

5-10% growth – US$350,000
11-15% growth – US$450,000
16-20% growth – US$550,000
21%+ growth – US$650,000

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*Visitation totals will be tracked by The BTA on North American air deplanements

versus prior 12 months in Canada and the U.S. separately. Incremental tracking will begin once the campaign launches.

D. Reimbursable Costs and Expenses. When required, Client shall, upon presentation of reasonable documentation thereof, reimburse Agency for reasonable, and appropriate direct out-of-pocket costs or expenses in performing services under this Agreement, including directly attributable postage, packaging, shipping, duplicating, long distance telephone, video conferencing charges or other out-of-pocket expenses. Agency will not earn any commissions on such costs. Reasonable and necessary hotel and travel expenses of Agency personnel servicing Client's account will be billed net, provided that Client has approved such expenses in advance.

E. Client shall not reimburse Agency for Overhead Expenses. Overhead Expenses mean general expenses relating to Agency's business, including, without limitation, expenses relating to office space, telephone, postage, employees (and consultants/freelancers performing day to day functions customarily treated as overhead), equipment, materials, professional services including, without limitation, legal review as set forth above in Paragraph II I, taxes, Agency's company insurance, e.g. general liability, advertiser's liability, errors and omissions, workers' compensation etc., and the like, but shall not include special employee/freelancer/consultant expenses that are included in any project fee.

F. No expenditures above US$500.00 or commitments will be made without prior approval of Client.

G. Agency shall accurately and timely credit and pay all proper bills incurred for Client's account. Agency shall notify Client of any cash discounts or rebates that may be available. So long as Client has paid Agency's invoices in a sufficiently timely manner that Agency is able to receive the following discounts or rebates, Agency will obtain all prompt payment, volume or other similar discounts or rebates from media and suppliers from which it makes its purchases in the performance of advertising production or placement services hereunder, and Client will receive full allowance for each such discount or rebate. Any rebates or discounts earned by Client and obtained by Agency will be credited to Client and applicable commissions will be retroactively adjusted to reflect such rebates. Agency will use its best efforts to use suppliers and media with the most economic rates and will use its best efforts to suggest to Client alternative production and placement plans to maximize available discounts and rebates for Client.

H. Agency shall be responsible for the payment or reimbursements of any charge, cost or expense solely attributable to a material error by act or omission by Agency or any third party engaged by Agency. Client shall be responsible for any rush/overtime charges that are incurred as the result of Client's actions, omissions or requests.

I. Agency's bills will be rendered to Client from time to time and such bills will be due and payable within thirty (30) days from the receipt of a proper invoice, except that any payments Agency must make on Client's behalf must be collected no later than the earliest dates on which Agency must make payment on Client's behalf. Notwithstanding the foregoing, if a specific supplier requires advance payment in excess of $100,000, then Agency may bill Client in advance in accordance with current industry guidelines, i.e. for up to seventy five percent (75%) of production costs, or the required advance payment amount, if less (for actual costs only, not commission payment), which costs shall be payable by Client within seven (7) days from receipt of a valid, itemized invoice.

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J. It is understood that Agency will use reasonable commercial efforts to hold itself to be solely liable to the media for payment to the media bought if such payment has been made by Client to Agency prior to payment to the media. All invoices submitted to Client for payment of production of advertisements will be itemized by individual commissionable and reimbursable production costs; those invoices submitted for payment of placement of advertisements will be itemized by media charges (indicating, where applicable, that the media charges are a net charge rather than a gross charge or indicating the commissions subtracted to determine net charge), and payment due; and both types of invoices will be identified by Client's sub-accounts as may be defined by Client from time to time.

K. Supplier's invoices need not be submitted with Agency's invoice, but will be submitted to Client (together with any other supporting documentation reasonably required by Client) within five business days of Client's request thereof. Supplier invoices and back-up will not be required for any projects that are billed on the basis of a fixed fee (except to the extent necessary to determine prorated charges for a project terminated early). Any advance payments made by Client will be deducted from the final invoice. At Client's request, Agency shall obtain for Client media rate charge cards in effect from time to time (and descriptions of lower rates made available to Client).

L. Costs for placement of spot/network/cable television and radio for which compensation is sought will be estimate billed in the first week of the month before airing. A final invoice will follow within 120 days (one hundred and twenty days) of airing and additional payments or refunds will be made by the parties hereto as necessary.

M. Costs for placement of print media for which compensation is sought hereof will be estimate billed the month before the on-sale date and a final invoice will follow within (90) ninety days and additional payments or refunds will be made by the parties hereto as necessary.

N. Costs for placement in any other media now known or hereinafter developed for which compensation is sought will be estimate billed one month prior to use. A final invoice will follow within 120 days (one hundred and twenty days) of airing/launch and additional payments or refunds will be made by the parties hereto as necessary.

O. When applicable, manufacturers' and retailers' excise, state or municipal sales and use taxes will be billed to Client as separate items on invoices, provided, however, Client will in no event be liable for payment of any taxes based upon Agency's net income or any personal property taxes or any taxes which would constitute Overhead Expenses. Agency agrees to furnish, on request of Client, statements evidencing that such taxes as are properly billed to Client have been paid to relevant taxing authorities. Client will have the right to require Agency to contest with the imposing jurisdiction, at Client's expense, any taxes which Client may deem to be improperly levied.

P. Provided Agency has purchased media as Client's agency, Agency acknowledges that all amounts paid to Agency by Client to cover the costs of media purchases are Client's funds, that Agency holds such funds in trust and for the benefit of Client and that Agency will not at any time make any claim thereto.

Q. Client shall not be obligated to reimburse Agency for any cost or expense reflected on any invoice for which necessary substantiation is not submitted therewith, nor for any cost or expense (i) reflected on any invoice received by Client more than one hundred twenty (120) days after the Project has been completed or (ii) which is reflected on an invoice received after the semi-annual period in which such cost or expense is incurred if said cost or expense was not approved by Client in an estimate or if Client did not receive adequate information as reasonably determined

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by Client to timely accrue therefore in the appropriate semi-annual budget period.

R. Agency shall keep accurate books of account and records covering all transactions and documenting all expenses relating to the rendering of Services hereunder (including, without limitation, contracts, papers, correspondence, accounts and invoices) (collectively, the "Records"). The Records shall be maintained in accordance with recognized accounting practices. Client and/or the auditing division of a certified public accounting firm shall have the right upon reasonable advance written notice, during business hours, to an examination of said Records, whether in the possession or under the control of Agency or otherwise, with respect to the subject matter and the terms of this Agreement, and shall have free and full access thereto for the purpose of making extracts therefrom or copies thereof. All Records shall be kept available for at least three (3) years after the expiration or termination of this Agreement (or until such later date as all disputes between the parties have been resolved) or such longer period as is required by applicable law. If any inconsistencies, mistakes or overpayments are discovered in any invoices or statements, they shall promptly be rectified and the appropriate reimbursement shall be made by Agency to Client, along with interest (from the date the overpayment was remitted) at the prime rate as published in The Wall Street Journal. If any audit or examination shows an overpayment of more than five (5%) percent of the total amount billed to Client by Agency for any twelve (12) month period, Agency shall pay the costs of such audit or examination. The right to audit shall not include the right to examine Agency's payroll or personnel files.

V. SUBCONTRACTORS.

Agency has the right to use subcontractors (the "Subcontractors") to fulfill its obligations under this Agreement. Agency agrees that (a) the terms of the agreement between Agency and any Subcontractor will conform in all material respects to the terms of this Agreement, (b) without limiting the responsibility or obligations of any Subcontractors, Agency shall be responsible for the performance of any subcontractors it utilizes to the same extent as if performed directly by Agency, (c) Agency will not cause or authorize any lien to be placed on any property of Client, Client's customers or Agency which is the subject of this Agreement. Client may require Agency to furnish evidence satisfactory to Client that all claims for labor, material and other obligations arising hereunder have been satisfied upon completion of any project.

VI. Personal Information and Data Security

A. From time to time, Agency may collect, or otherwise have access to, certain Client customer or potential customer personal information, including without limitation, name, address, email address and any other information directly or indirectly obtained from such users (collectively, "User Information"). Agency shall use the User Information provided by Client and/or Users solely to provide the Services and Deliverables under the Agreement. The User Information provided by Client and/or Users is and shall remain the sole property of Client. Agency will, subject to applicable law requiring its retention, return such User Information to Client (in a manner and format agreed upon by the parties) or destroy it (in such manner so it is illegible), at Client's sole discretion, upon the termination of this Agreement or any Attachment.

B. At any and all times during which Agency is processing User Information, Agency shall:

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(1) Comply with all applicable privacy and security laws;

(2) Have in place appropriate and reasonable technical and organizational security measures to protect the security, integrity and confidentiality of User Information;

(3) Notify Client within a reasonable time after obtaining actual knowledge of any data security breach and, at Agency's cost and expense, assist and cooperate with Client concerning any disclosures to affected parties and other remedial measures as requested by Client or required under applicable law;

(4) Not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, or any other person or entity acting on behalf of Agency to process User Information unless such processing is in compliance with this Agreement and is necessary in order to carry out Agency's obligations under this Agreement;

(5) Not disclose User Information to any third party (including, without limitation, Agency's subsidiaries and affiliates and any person or entity acting on behalf of Agency) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out Agency's obligations under this Agreement; (B) such third party is bound by the same provisions and obligations set forth in this Agreement; and (C) Agency has received Client's prior written consent; and

(6) Establish policies and procedures to provide all reasonable and prompt assistance to Client in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of any User Information processed by Agency.

VII. OWNERSHIP, RIGHTS AND CLEARANCES.

A. Any agreement authorized by Client and entered into by Agency, on Client's behalf with a third party, shall be assigned to Client, upon Client's request, and if so assigned, Client shall assume Agency's obligations under such agreement. All such agreements shall have provisions with respect to ownership and delivery no less restrictive than as set forth in this Agreement.

B. As between Agency and Client, Client shall have exclusive ownership of and title to tangible and intangible property (including, without limitation, all creative, advertisements, copy, story boards, scripts, commercials, art work, photographics, creative brief, designs, plans or ideas for advertisements prepared by Agency on Client's behalf) (the "Materials"). Agency agrees that the Materials are works made for hire within the definition of 17 U.S.C. §§101 and 201(b) and, as such, Client is deemed to be the author of the Materials and owns all rights in and to the Materials. Agency releases any and all rights it may have in the Materials, now or in the future, including any copyrights or proprietary rights, and agrees that if any works or authorship created by Agency on behalf of Client cannot be considered works made for hire under 17 U.S.C. §§101 and 201(b), Agency will without further consideration, assign to Client all rights it may have in such works. As such, Client will have the right to obtain and to hold in its own name, copyrights, registrations or other protection as may be appropriate to the subject matter, and any extensions and renewals of the Materials in perpetuity throughout the universe. Client will have the right to make any use of the results and proceeds of the Materials, in whole or in part, in any manner and at any time, without additional compensation to Agency. Generic ideas, concepts, plans and other information or materials prepared or proposed **solely** by Agency and not based on Client's information or produced or executed by Agency for Client shall remain the property of Agency.

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C. Agency shall obtain all rights necessary for Client to exploit the Materials for usage in the Territory (and such other locations as requested by Client) in accordance with Client's specifications. Agency will when commissioning any Subcontractor to create works of authorship, or licensing materials, on behalf of Client, including without limitation, advertisements, copy, story boards, scripts, commercials, art work, photographics, designs, plans or ideas for advertisements or other materials or documents, use its best efforts to obtain ownership of the copyrights in such works of authorship and assign them to Client. It is understood that there may be limitations contained in agreements with third parties, which may limit the use and ownership of said Materials. In such event, Agency shall inform Client of such limitation in writing before finalizing any Materials and such limitations shall be subject to Client's prior written approval.

D. Agency agrees that, in addition to its obligations provided elsewhere herein to secure rights and clearances, it shall be responsible for securing all necessary rights and clearances from performance guilds and unions in order for Client to exploit the commercials in accordance with its instructions to Agency and indemnify and hold Client harmless against any claim, suit or proceeding that may arise in connection with such exploitation. Client will indemnify Agency against any loss Agency may sustain resulting from any claim, suit or proceeding made or brought against Agency for use of any commercials by Client, Client's employees, authorized agents or by anyone else, except for uses that Client has requested that Agency secure on its behalf, who obtained the Commercial from Client or at Client's authorization when such claim, suit or proceeding arises out of Agency's obligations under the applicable Screen Actors Guild (SAG),American Federation of Television and Radio Actors (AFTRA) or AF of M union codes or contracts, or other applicable union or guild agreement relating to the production or use of such commercials.

E. At Client's request and expense, Agency agrees to submit to Client, at the end of each Project, the original formatted file, including any high resolution images incorporated into the Materials.

F. As set forth in subparagraph C above, Client's ownership of and use of the Materials shall be subject to all rights and limitations of third parties whose services or property is used in the Materials with Client's written prior approval.

G. In the event of additional services involving software code, prior to the engagement the parties will negotiate ownership and licensing rights to such code.

GENERAL PROVISIONS

A. Cost Estimates

Written estimates of anticipated costs for all major expenditures will be provided to Client for reference and prior approval. The Agency will not make any commitments on behalf of the Client without prior written approval.

Schedules and estimates are to be signed by Client and returned to the Agency without any unreasonable delay. Signed estimates and schedules will be considered Client's guarantee of payment to Agency and authorization to Agency to incur liabilities and contemplated thereby.

B. Other Services Not Covered

Should the Agency be called upon to perform any services not listed above, both

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parties will negotiate and set forth those additional services, fees and other material terms related to such additional services in a "Statement of Work" or other document similar to Exhibit B attached hereto.

C. REPRESENTATIONS AND WARRANTIES

1) Agency represents, warrants and covenants that (i) it has the full right, power and authority to enter into this Agreement and perform all its obligations hereunder; (ii) it shall use its best efforts to render the Services at the most advantageous rates, terms, conditions, positioning, and timing available; (iii) it shall at all times act in a professional and ethical manner; (iv) it will, at its own expense, comply with all applicable federal, state, provincial and local laws, rules and regulations as well industry best practices and guidelines (i.e., Publishers Marketing Association (PMA), Direct Marketing Association (DMA), NAI, and MMA); (v) if at any time it obtains discounts or rebates from suppliers, whether based on volume or work given to such supplier by Agency or otherwise, then and in such event, Agency shall remit to Client, promptly after Agency's receipt of such discount or rebate, such discount or rebate (or, if applicable, such proportion thereof as the volume of work given by Agency to such supplier on Client's behalf bears the total volume of work given by Agency to such supplier from all of Agency's clients during the pertinent period to which the discount or rebate is applicable); (vi) the performance of the Services by Agency shall not violate any proprietary rights of third parties, including without limitation, confidential relationships, copyrights, trade secrets or privacy rights and that its Services hereunder shall not violate any contractual obligations it may have to any current or prior third party; (vii) Agency's Subcontractors will be in compliance with the terms of this Agreement; (viii) Agency has in force valid assignment agreements with all of its employees and Subcontractors performing Services under this Agreement; (ix) each of Agency's employees, agents and Subcontractors assigned to perform any Services hereunder, shall have the proper skill, training, and background to perform such services, that such Services will be performed in accordance with commercially reasonable standards, that its employees, agents and Subcontractors will observe any working rules or schedules of Client; and (x) Agency will comply with Client's corporate privacy policies and practices.
2) Client represents and warrants that it has the right, power and authority to enter into this Agreement and perform its obligations hereunder and that entering into this Agreement shall not violate any contractual obligations it may have to any current or prior third party.

D. Indemnification and Limitation of Liability

1) Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products and services, and its competitors' products and services that Client furnishes to Agency in connection with the performance of this Agreement ("Client Advertising Claims"). Accordingly, Client shall indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, suit and expense (including reasonable attorneys' fees) ("Loss") which may be

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incurred by Agency as the result of any claim, demand, suit or proceeding ("Claim") made or brought against Agency based upon or arising out of: (i) any Client Advertising Claims in Materials or other materials or services which Agency prepared or performed for Client and which were approved by Client prior to publication and used in the manner approved by Client; (ii) information or materials prepared by Client and which were provided to Agency by Client, including, without limitation, information concerning Client or its competitors, or their respective products or services, and Agency used such information or materials in accordance with Client's instruction; and (iii) specific risks which Agency has expressly brought to Client's attention where Client elects to proceed. Client also agrees to indemnify and hold Agency harmless for infringement or claims of infringement resulting from use of Client's intellectual property and Agency's adherence to Client's written instructions.

2) Agency will indemnify Client and hold Client harmless with respect to any claims, actions, demands, regulatory proceedings, damages, costs (including settlement costs) and expenses (including reasonable attorneys' fees expenses) against Client, based upon (i) Material prepared by Agency and used, published or distributed in the Territory involving any claim for libel, slander, piracy, plagiarism, invasion of privacy or infringement of copyright, or any other third party right arising from Client's use, except to such extent that the Materials were supplied by Client, or to the extent subject to Client's indemnity in Paragraph XIII (B) below, (ii) any act or omission of Agency or any Subcontractor or other party under the direction or control of Agency (including, without limitation, any act or omission giving rise to an indemnification claim against Client under an agreement entered into by Agency, as Client's agent, with a third party), (iii) any breach or alleged breach of any representation, warranty, covenant or agreement of Agency or Agency's activities hereunder, (iv) any claim, demand or action instituted by Agency's employees, or the employees of Agency's subcontractors, if any, under workers' compensation or similar laws or regulations, and (v) Agency's failure to comply with any federal, state or local laws, regulations, requirements, ordinances, codes or orders pertaining to its business and/or the Services it is to perform hereunder.

3) Agency agrees that, in addition to its obligations provided elsewhere herein to secure rights and clearances, it shall be responsible for securing all necessary rights and clearances from performance guilds and unions in order for Client to exploit the commercials in accordance with its instructions to Agency and indemnify and hold Client harmless against any claim, suit or proceeding that may arise in connection with such exploitation. Client will indemnify Agency against any loss Agency may sustain resulting from any claim, suit or proceeding made or brought against Agency for use of any commercials by Client, Client's employees, authorized agents or by anyone else, except for uses that Client has requested that Agency secure on its behalf, who obtained the Commercial from Client or at Client's authorization when such claim, suit or proceeding arises out of Agency's obligations under the applicable SAG,

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AFTRA or AF of M union codes or contracts relating to the production or use of such commercials.

4) The indemnified party will give the indemnifying party prompt notice of any claim for which indemnification may be sought and full authority to assume the defense thereof at its own cost and expense and enter into any binding settlement or compromise in connection therewith (except that the indemnifying party will obtain the prior consent of the indemnified party, not to be unreasonably withheld, in connection with the settlement or compromise thereof).

EXCEPT FOR CLAIMS OR EXPENSES RELATED TO BREACH OF CONFIDENTIALITY, INDEMNIFICATION, OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, NEITHER CLIENT NOR AGENCY, NOR THEIR RESPECTIVE PARENTS, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSEES OR AGENTS SHALL BE HELD LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN ANY MANNER FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR OTHER CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

E. Insurance

Agency will procure and maintain in force with licensed insurance carriers, occurrence-based insurance for the term of this Agreement adequate to cover Agency's contractual obligations under this Agreement, which will in no event be less than the following: (i) Commercial General Liability insurance coverage of at least [One] Million Dollars single limit bodily injury coverage and property damage, (ii) advertisers' liability insurance coverage of at least [Five] Million Dollars per occurrence with respect to liability for matters including slander, piracy, copyright infringement and similar liabilities, (iii) Errors and Omissions Insurance coverage of up to [One] Million Dollars per occurrence, (iv) Crime Insurance coverage of up to $500,000.00 per occurrence, and (iv) Worker's Compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Agency under this Agreement, and the policy will include an employer liability endorsement. Agency further represents and warrants that the insurance coverage will not be canceled or amended adversely without at least ten days prior written notice to Client. Upon any cancellation or adverse amendment of any insurance policy required under this Agreement, and prior to its effective date, Agency will deliver replacement insurance to Client. All insurance policies required to be maintained will be primary and will not require contribution from any coverage maintained by Client and will not contain, without Client's prior written consent, any special or non-customary exclusions.

F. Confidentiality

Client shall provide Agency with all facts pertaining to Client's business, which, in the judgment of the Client, are necessary for Agency to perform the services requested by Client. Agency agrees to treat all such information furnished to it as confidential and will not make any disclosure thereof to any third parties without

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the written consent of Client. Agency's obligations under this Section shall survive the expiration or other termination of this Agreement. Agency shall have no confidentiality obligation with respect to information (i) which, at the time of disclosure, is in the public domain, (ii) which, after disclosure, becomes part of the public domain, by publication or otherwise, other than by Agency, (iii) which Agency can show by written documentation was in its possession at the time of the disclosure and was not acquired, directly or indirectly, from Client; or (iv) which is later furnished or made known to Agency by third parties as a matter of right and without restriction on disclosure.

G. Asset and Materials Storage

The Agency will store all photographs, illustrations and electronic files pertaining to authorized jobs for a period of two years from date of completion or cancellation. After two years the information will be forwarded to the Client.

H. WAIVER

The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.

I. INDEPENDENT PARTIES

Except as set forth hereinabove, the relationship of the parties hereto is that of independent contracting parties and will not be deemed to be any other relationship including, without limiting the generality of the foregoing, that of joint venturers, partners, joint employers or principal and agent and neither party shall have the power to bind the other except to the extent and in accordance with the conditions specifically set forth herein.

J. HEADINGS

The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

K. APPLICABLE LAW

This Agreement will be governed by and construed according to the laws of Barbados applicable to contracts which are entered into and performed in Missouri. Agency (i) agrees that any litigation, action or proceeding relating to this Agreement must be instituted in any state or federal court in the State of New York, and (ii) waives any objection which Agency might have with respect to jurisdiction, venue or forum. Nothing in this Section will affect Client's right to serve process in any other manner permitted by law or to proceed against Agency in any other court in which Agency is subject to suit.

L. INVALID PROVISION

If any provision of this Agreement, or the application of any provision to any party or circumstance, is held invalid, the remainder of this Agreement, and the application of the provision other than to the extent it is held invalid, will not be invalidated or affected.

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M. SURVIVAL

The provisions of this Agreement, which by their nature extend beyond the expiration or earlier termination of the Agreement, will survive and remain in effect until all obligations contained in such provisions are satisfied.

N. NOTICES

Should any legal proceedings be undertaken, all contractual elements will be subject and in accordance with the laws of Barbados. Any notices given hereunder shall be sent by certified mail, return receipt requested, to the parties at the address indicated.

To Agency: MMG Worldwide
Attn: Clayton Reid, President
4601 Madison Avenue
Kansas City, Missouri 64112

To Client: The Barbados Tourism Authority
Attn: The President & CEO
Harbour Road, Bridgetown, Barbados
C/O Mr. Richard Williams
820 Second Avenue
New York, NY 10017

Any such notice shall be deemed given on the date it is actually received.

This Agreement sets forth the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements or representations, written or oral, of the parties. The terms of any purchase order between the parties related to the subject matter hereof shall not be deemed to modify or supplant this Agreement. This Agreement may not be modified or amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

AGREED TO BY:

For The Barbados Tourism Authority

CHAIRMAN

Date March 20, 2009

Witness:

Name: CICELY WALCOTT

Address: BARBADOS TOURISM AUTHORITY HARBOUR ROAD, BRIDGETOWN BARBADOS

Occupation: Senior Vice President

BARBADOS TOURISM AUTHORITY BARBADOS

For MMG Worldwide

Date MARCH 17, 2009

Witness:

Name: STEWART COLVIN

Address: 4601 MADISON AVE KANSAS CITY, MO 64112 USA

Occupation: CHIEF CREATIVE OFFICER

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Exhibit A

Global Competitors
Mauritius
The Maldives
Tropical islands throughout the Pacific and Indian Oceans

Regional Competitors
All Caribbean footprint destinations
Cruise operators with ships in the Caribbean

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Statement of Work
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Agreement

This Statement of Work (SOW) is made pursuant to the Advertising Agency Agreement effective February 1, 2009 ("Agreement") by and between MMG Worldwide, Inc. ("Agency") and The Barbados Tourism Authority ("Client") for the services described within this SOW. This SOW incorporates all terms and provisions of the Agreement .

USE FIELDS AS APPROPRIATE AND ATTACH AND BUDGETS AND PROPOSALS AS NEEDED.

SOW Number:

Project Start:

Project End:

Program Theme:

Campaign Description:
Promotion Name:
Summary:
Campaign Notes:

Budget and Fees:

Except as set forth herein, the terms of the Agreement shall be in full force and effect. All capitalized terms shall have the same meaning as set forth in the Agreement unless otherwise defined herein. In the event of a conflict between the terms of this SOW and the Agreement, the Agreement will govern.

THE PARTIES HAVE READ THIS SOW, UNDERSTAND IT, AND BY SIGNING BELOW, AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON BEHALF HAVE FULL AUTHORITY TO BIND SUCH PARTY.

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