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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
Costa Rica Tourism Board	Costado Este del Puente Juan Pablo II Sobre la Autopista General Canas San Jose, 777-1000 Costa Rica

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

Alberto Lopez Chaves, General Manager

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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

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

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

b) Is this foreign principal:

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

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

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

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
June 28, 2018	Misti Borchers, VP, Director of Accounting Operations	/s/ Misti Borchers eSigned

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U.S. Department of Justice

Washington, DC 20530

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

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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
MMGY Global, LLC	6492

3. Name of Foreign Principal

Costa Rica Tourism Board

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.

Provide planning, account management, and implementing comprehensive media efforts to promote tourism, increase consumers to Costa Rica and raise awareness of the unique destination in North America.

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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
June 28, 2018	Misti Borchers, VP, Director of Accounting Ops	/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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ANNEX TO PURCHASE ORDER # 17791 OF
DIRECT CONTRACTING NUMBER 2016CD-000068-PROTURISMO
"CONTRACTING AN ADVERTISING AGENCY ESTABLISHED
IN THE UNITED STATES"
BETWEEN THE COSTA RICA TOURISM BOARD AND
MMGY GLOBAL LLC

The undersigned, **ALBERTO LOPEZ CHAVES,** who is of legal age, married once, bearer of the ID card (*cédula de identidad*) number two zero, dash, four ninety one, dash four sixty three, an economist, holder of a doctorate in Administration Science, a resident of Montes de Oca, acting in his capacity as the General Manager of the **COSTA RICA TOURISM BOARD** (*Instituto Costarricense de Turismo*), whose legal ID (*cédula jurídica*) is four dash zero zero zero dash zero four two one four one dash one five, who, for that purpose, acts as the administrative, legal, judicial, and extra-judicial representative, as well as exercising General Power of Attorney-in-Fact, without amount limits for the Institution, and **CLAYTON** (given name) **REID** (surname), **who has only one surname because of his US nationality**, and who is of legal age, bearer of the passport of his country no. 506605510, a resident of 8800 Deer Run, Lenexa, Kansas 66220, United States of America, acting in his capacity of Administrator and Legal Representative of the company MMGY Global LLC., confirm that we have come together to sign the present **Annex to Purchase Order #17791 of Direct Contracting Number 2016CD-000068-PROTURISMO, "Contracting an Advertising Agency Established in the United States"**, which will be governed by the following clauses:

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FIRST: LEGAL BASIS
This Annex is based in the provisions set out in Article 2 Section f of the Law on Administrative Contracting and Article 134 of the Regulation to the Law on Administrative Contracting and the binding adjudication deed of the Board of Directors of the Costa Rican Tourism Board taken in Ordinary Session number 5985, Article 5 Section V, done on June 26, 2017 and notified by means of the Statement of Agreement no. SJD-0186-2017 and in Ordinary Session number 5992, Article 5 Section IV[A], done on August 14, 2017 and notified by means of the Statement of Agreement number SJD-255-2017.

In case of omission or the need for this Annex to be interpreted or integrated, the provisions of the tender letter, its clarifications and remedial measures, as well as the offer presented by **MMGY GLOBAL LLC** are hereby taken to be incorporated.

SECOND: PURPOSE OF THE ANNEX
To establish the guidelines that will regulate the contract execution phase for the administrative contracting procedure numbered 2016CD-00068-PROTURISMO, entitled "Contracting an Advertising Agency Established in the United States".

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THIRD: DESIGNATIONS
For the purpose of brevity and for the purposes of this Annex, the parties agree to hereinafter designate the Costa Rica Tourism Board (*Instituto Costarricense de Turismo*) as the "**INSTITUTE**" and the company **MMGY GLOBAL LLC** as the "**AGENCY**".

FOURTH: ADJUDICATION
The Board of Directors of the **INSTITUTE**, in agreements made in Ordinary Session number 5985, Article 5 Section V, done on June 26, 2017 and notified by means of the Statement of Agreement no. SJD-0186-2017 and in Ordinary Session number 5992, Article 5 Section IV[A], done on August 14, 2017 and notified by means of the Statement of Agreement number SJD-255-2017, agreed to adjudicate **Direct Contracting Number 2016CD-000068-PROTURISMO**, entitled **"Contracting an Advertising Agency Established in the United States"** to the **AGENCY** for a period of two (2) years, in the following manner:

4.1. MONTHLY RATE OR FEE: For a total amount of **ONE MILLION, TWO HUNDRED AND SIXTEEN THOUSAND, FIVE HUNDRED UNITED STATES DOLLARS AND NO CENTS ($1,216,500.00)** as a monthly rate or fee for the two (2) years of the contracting, a sum that is divided as follows:

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4.1.a. A monthly rate or fee of up to **FIFTY THOUSAND, SIX HUNDRED AND EIGHTY-SEVEN UNITED STATES DOLLARS AND FIFTY CENTS ($50.687.50)** for an annual amount of **SIX HUNDRED AND EIGHT THOUSAND, TWO HUNDRED AND FIFTY UNITED STATES DOLLARS AND NO CENTS ($608,250.00)** for the first year.

4.1.b. A monthly rate or fee of up to **FIFTY THOUSAND, SIX HUNDRED AND EIGHTY-SEVEN UNITED STATES DOLLARS AND FIFTY CENTS ($50.687.50)** for an annual amount of **SIX HUNDRED AND EIGHT THOUSAND, TWO HUNDRED AND FIFTY UNITED STATES DOLLARS AND NO CENTS ($608,250.00)** for the second year.

The established fee is set and definitive, meaning that it cannot be modified during the contractual period (two years).

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4.2. COSTS NOT INCLUDED IN THE FEE OR MONTHLY RATE:

Service	Year 1	Year 2	Total period (years 1 and 2)
Table of online measurement results	$40,000.00	$35,000.00	$75,000.00
"Portrait of American Travelers" study by MMGY Global LLC.	$12,500.00	$12,500.00	$25,000.00
Photo and video production, retouching and editing services	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately
Event mobilization, flash mobs, etc.	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately
Cost of external providers such as the publication of digital advertisements (DoubleClick), use of social network management services (Mabrian) and the use of the measurement tool (ADARA Impact)	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately

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4.3. EXPENSES FOR PRESENTATIONS IN COSTA RICA A maximum amount of **THIRTY-FIVE THOUSAND UNITED STATES DOLLARS AND NO CENTS ($35,000.00)** for each year of the contract for travel expenses for work meetings in Costa Rica, for a total amount over the two years of **SEVENTY THOUSAND UNITED STATES DOLLARS AND NO CENTS ($70.000.00)**. This item will be in addition to the budget for advertising actions, but will be included in the total available budget and will be paid in accordance with the administrative procedures of the **INSTITUTE**. All travel to Costa Rica or participation in meetings, trade fairs, etc., will be paid upon the submission of receipts and may not exceed the maximum amount indicated by the **INSTITUTE** for each item (air transport, ground transport, food and lodging). Additional expenses or those not covered by the **INSTITUTE**, must be covered by the **AGENCY** (including, but not limited to: tips or gratuities, entrance or exit taxes, upgrades, liquor, excess hotel fees, additional services in hotels such as massages, laundry, etc.).

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All of the amounts for travel allowances conform to the "Regulation on Travel and Transport Expenses for Public Employees[1]" by the Comptroller General of the Republic of Costa Rica, and are non-negotiable.

4.4. SUMMARY TABLE:

	MONTHLY COST	ANNUAL COST
FEE YEAR 1	**$50,687.50**	**$608,250.00**
FEE YEAR 2	**$50,687.50**	**$608,250.00**
MAXIMUM COST FOR PRESENTATIONS OR WORKING SESSIONS IN COSTA RICA YEAR 1		**$35,000.00**
MAXIMUM COST FOR PRESENTATIONS OR WORKING SESSIONS IN COSTA RICA YEAR 2		**$35,000.00**
	TOTAL COST FOR YEARS 1 AND 2	**$1,286,500.00**

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4.5. INESTIMABLE VALUE The contract is made for an inestimable value (subject to the budget availability of the **INSTITUTE**) with reference to special projects, sub-contracting and work not included in the monthly rate or fee. This means that, in addition to the budget allocated to the payment of the monthly rate or fee, the **INSTITUTE** will have an extra budget to pay for other actions that are not included in the monthly rate or fee, and which represent strategic opportunities for the promotion of Costa Rica. This extra budget will be defined annually and may vary in accordance with the budget availability of the **INSTITUTE**.

4.6. UNIT COST OF ARTWORK

ITEM	AMOUNT
Page (newspaper/full color magazine)	$5,000.00
Full flyer, 5.5x8.5", color	$3,500.00

[1] The link to view the text of the "Regulation on Travel and Transport Expenses for Public Employees" is the following: https://cgrfiles.cgr.go.cr/publico/jaguar/Documentos/kilom_viat_zona/2017/reglamento_viaticos_VF_20-06-2017.pdf

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Full poster, 22x34", color	$3,500.00
Triptych brochure, full color, 8.5x11, 2 folds	$7,500.00
Billboards 12x9 m	$5,000.00
General and specific maps of the country, 22x34" 6 folds	$7,500.00
Simple logo	$7,500.00
Complex logo	$15,000.00
Boarding passes	$1,500.00
Advertorial	$5,000.00
Simple HTML5/Java digital banner 300x600	$3,500.00

4.7. COMMISSIONS:

4.7.a. Commission under the monthly rate or fee: The **AGENCY** shall only charge a percentage of fifteen per cent (15%) commission for brokerage services in production contracts to third parties.

4.7.b. Commission under special projects: The **AGENCY** shall only charge a percentage of fifteen per cent (15%) commission for brokerage services in production contracts to third parties.

4.8. CONTRACT TERM: The term of this contract will be for a period of two (2) years starting at the point when the start order is issued by the **INSTITUTE**, with an extension clause for a period no more than equal in length (two years), for a total period of four (4) years, for which the **INSTITUTE** will carry out a performance review in order to decide whether or not to renew the contract.

The contract will take effect beginning with the Internal Endorsement of the Legal Counsel, and will become enforceable upon the issuance of the start order.

Beginning with the issuance of the start order, and at any point during the entire term of the contract, the **INSTITUTE** may request or require that the **AGENCY** provide any of the services set out in this Annex.

4.9. ADDITIONAL COSTS:

ITEM	PERCENTAGE/AMOUNT
Costs for placement, monitoring and optimization of paid search engine reports (search engine optimization, SEO).	Commission of 20% of the invested resources
Costs for placement, monitoring and optimization of paid	Costs included in the fee or

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social media reports.	monthly rate
Analytics and general reports other than those previously set out, or which are not covered by this Annex.	$150.00 per hour, additional special reports will be estimated using an hourly rate according to the necessary results.
Brand development	$50,000.00

4.10. PERCENTAGE INCREASE IN CASE OF EXTENSION Should it be considered technically appropriate and should the sole authorized extension be applied, the **AGENCY** shall set an increase of five per cent (5%) in the established hourly rates, including the fee or minimum monthly rate.

FIFTH: GENERAL WORK.
The **AGENCY** shall efficiently offer all of the necessary services related to the successful planning, development and execution of a comprehensive advertising campaign, as well as other communication actions related to marketing Costa Rica in its priority markets (USA and Canada), in other markets (including, but not limited to Europe and Latin America), or other activities as required by the **INSTITUTE**.

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SIXTH: SPECIFIC GOALS
The following specific goals have been set for this contracting:

6.1. To carry out the work of planning and implementing comprehensive advertising actions that facilitate the communication of Costa Rica's main features as a destination to the priority markets of the USA and Canada in order to attract international visitors in a more efficient and effective manner; these activities will be evaluated according to project-specific goal indicators.

6.2. To increase the positioning of Costa Rica in the markets mentioned in the previous point by developing a positive image with respect to biodiversity, nature, sustainability, hospitality, wellness, culture, adventure, business tourism, security, and various activities as determined by the **INSTITUTE**, in such a way that this image helps bolster the sales closed by the private tourism sector in Cost Rica by helping to raise awareness; this will be evaluated with specific tools for this purpose (studies of awareness and recall, etc.).

6.3. To increase the level of interest in Costa Rica, ensuring that an increasing number of consumers speak with, recommend and interact with the brand or destination through the means set out for that purpose, in such a way that facilitates a larger number of

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conversions, which, in turn, will lead to the possibility of closing and increasing the sales made by various businesses in the Costa Rican private sector; this may be verified using studies especially designed for this purpose.

6.4. To raise awareness regarding the tourism products offered by Costa Rica and communicate their unique nature and diversity; this may be evaluated using the tools available for this purpose, including (but not limited to) awareness studies, Top-of-Mind Awareness studies, and others.

SEVENTH: SERVICES CONTRACTED

Under this contract, the **AGENCY** commits to providing the services referred to below, noting that this does not mean that all of the services mentioned here will be required permanently, but rather in accordance with the priorities established for each year under the strategies adopted by the **INSTITUTE** and its needs.

It is important to clarify that the services to be contracted do not represent an exhaustive list, and the table of actions included in the fee is included in Appendix 1.

The services to be contracted include:

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7.1. Planning, organizing, administering, implementing, controlling, monitoring and evaluating the communication about Costa Rica that is conducted via the **INSTITUTE** with its clients or current and potential external users in an effective and efficient manner, and ensuring that all of its actions and strategies help achieve the goals set out by the **INSTITUTE**. In addition, actions can be carried out jointly with other public or semi-public institutions, such as the Costa Rica Foreign Trade Promotion Agency (Procomer; Spanish: *Promotora del Comercio Exterior de Costa Rica*) or the Costa Rican Coalition of Development Initiatives (Cinda; Spanish: *Coalición Costarricense de Iniciativas de Desarrollo*).

The latter will be done in accordance with the projects or strategic actions assigned to the **AGENCY** by the **INSTITUTE**, and without prejudice to the **AGENCY** also making general or specific recommendations to the **INSTITUTE** in the interest of achieving better results in communication, in which case the **INSTITUTE** reserves the right to take said recommendations into account or not.

7.2. Detecting possible threats that might put the achievement of institutional goals at risk with respect to attracting tourism; this is a continuous effort that is part of the permanent support that the **AGENCY** must handle *ex officio*.

7.3. Identifying opportunities that exist in the context of Costa Rica as a tourist destination, and based on these opportunities, submitting the necessary strategic plans

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to maximize them, according to the resources and prevailing conditions of the **INSTITUTE**.

7.4. Supplementing each proposed strategy, especially those related to advertising, with intended aims and goals, as well as the relevant key performance indicators (KPIs) for distinct actions, which will include, as a minimum: a detailed description of the target market being reached, a media plan and rationale, a creative rationale, a budget and costs (partial and total, percentage), distribution of the general budget of the **INSTITUTE**, timeline of activities, time and resources necessary to achieve the proposed aims and objectives, among others, along with their respective research or data sources.

7.5. Presenting at least one implementation and/or performance report, as appropriate, once projects have finished. Partial reports must also be presented, especially for advertising campaigns in order to evaluate whether the stated goals of the campaign have been achieved. In this sense, the **AGENCY** shall fully commit to the projects carried out, always aiming to achieve the stated goals in all of the strategic efforts carried out in the advertising field. If the campaign spreads out over calendar years, a partial report must be made at the end of the year. The **INSTITUTE** reserves the right to request monthly, quarterly, or biannual progress reports, as well as their presentation to the Board of Directors or the Marketing Committee with the presence of some members of the **AGENCY**'s team.

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7.6. Providing the **INSTITUTE**, at least once per year, with a competition report on the conduct and investments made by our competitors in mass media, which includes all of the categories of businesses in which the **INSTITUTE** participates, by means of graphics that show the different market engagement, both in terms of Share of Investment (SOI) and in terms of the advertising noise (Share of Voice, SOV). The **INSTITUTE** reserves the right to request that the competitors be changed in accordance with market behavior.

This report must include, as a minimum: the analysis of the respective information, examples of advertisements placed by the competition, and recommendations to be applied by the **INSTITUTE**. The possible countries or areas for analysis are: Aruba, Cuba, Jamaica, the Bahamas, Dominican Republic, Panama, Mexico, Hawaii, Peru, Australia, New Zealand, Belize, Ecuador and Brazil, or others as defined by the **INSTITUTE**.

7.7. Developing a comprehensive strategy that seeks to increase the level of interest in Costa Rica, ensuring that an increasing number of consumers speak with, recommend and interact with the brand or destination through the means set out for that purpose, in such a way that facilitates a larger number of conversions, which, in turn, will lead to the possibility of closing and increasing the sales made by various businesses in the Costa

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Rican private sector, increasing the number of visitors (both first-time and returning visitors) to Costa Rica from the priority markets of the United States by 5% and from Canada by 8%. The strategy must take the goals of the **INSTITUTE** in those markets into account in accordance to the descriptions in the Marketing Plan and the National Development Plan.

7.8. Exploring new media and ways to transmit the message of Costa Rica to the fullest extent; permanently seeking novel and efficient ideas with respect to strategy, concept, and choice of media that goes hand-in-hand with technological innovations and the changing behavior and habits of customers, as well as improving the **INSTITUTE's** promotional materials or other marketing actions.

7.9. Developing all of the concepts and creative implementation that the **INSTITUTE** may require in order to broadcast the Costa Rica brand and position the country as a destination for potential visitors, both in priority markets as well as emerging ones.

7.10. Carrying out the strategy, planning, and acquisition of media for this account and its respective monitoring, without this hindering the **INSTITUTE** from carrying out the direct contracting of media without the intermediation of the **AGENCY** when circumstances warrant doing so. Furthermore, the **INSTITUTE** reserves the right to request that the **AGENCY** make purchases in specific media that it considers relevant for main or emerging markets; the budget for these purchases may come from the budget assigned for advertising, or an extra budget may be assigned. The **INSTITUTE** may request that the **AGENCY** make payments via a purchase order for media that the **AGENCY** has not contracted.

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7.11. Creating and/or producing all of the components and materials necessary for the implementation of advertising and marketing campaigns, either for traditional or digital advertising, such as: CRM or other actions to promote Costa Rica, including: designs, artwork, logos, advertisements for all kinds of communication media (whether included or not in the campaign proposal), writing copy and editing it for phrasing and spelling, purchasing and producing general-purpose photographs, purchasing and filming of videos, copies of footage and material in video or other formats, producing destination-specific presentations and multimedia materials for various audiences, POP materials, producing material for digital media in any format and in an innovative manner, printing all kinds of materials, designing and producing promotional material, among other options that may come up, in accordance with market trends, technological changes, and the needs of the **INSTITUTE**.

7.12. Working as a collaborating partner and exchanging ideas with **INSTITUTE** staff as considered appropriate. The **INSTITUTE** currently has contracts with public relations firms in Costa Rica, the USA and Europe, and with advertising firms in Costa Rica, so the **AGENCY** must be willing to collaborate, as necessary, with public relations and

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advertising firms under contract to the **INSTITUTE**, located both within and outside of Costa Rica.

7.13. Assisting the **INSTITUTE** with other services as necessary. These services may include the revision of media plans, media plans for cooperative campaigns (on average, 40 cooperative campaigns per year) and other sponsorship actions (approximately 12 sponsorships per year), monitoring media trends, reviewing or editing translations and advertising or promotional texts in different languages, reviewing or modifying the **INSTITUTE**'s website, or assisting the **INSTITUTE** in obtaining added value in media acquisitions.

7.14. Facilitating the safekeeping and distribution of the **INSTITUTE**'s materials in various cities in the United States and Canada.

7.15. Giving the **INSTITUTE** access to cloud services for the purpose of sharing information or back-ups of information, artwork, photos, invoicing, etc.

7.16. Preparing and constantly maintaining a database of media in the US and other markets, which includes relevant information for decision making, for example: media profiles, rates, and contact information. This database must be available to the **INSTITUTE**, be updated at least once every six months, and must be sent with the media that have been received directly or forwarded from the **INSTITUTE**. Furthermore, this list must be prepared based on the selection of media of type A, B, etc.

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7.17. Attending international trade fairs, seminars and events, where required, which are attended by the **INSTITUTE**, in such a way that they can carry out an analysis of the participation of Costa Rica, and contribute photos and reports. Furthermore, making recommendations to improve the participation of Costa Rica in these events, as well as making recommendations with respect to the purchase of media, decorations, and other actions and services that may be required to maximize the presence of Costa Rica in these events. The cost of transportation to these events will be borne by the **INSTITUTE**, in accordance with the travel expense tables[2] recognized in the **INSTITUTE**, and in compliance with the corresponding requirements and administrative procedures. The estimated costs must be approved by the **INSTUTUTE** before the event takes place.

7.18. Attending at least three meetings per year with the appropriate personnel of the **INSTITUTE**, which will alternate between Costa Rica and the offices of the **AGENCY**, as decided by both parties. At minimum, one visit by the personnel of the **AGENCY** to Costa Rica will be necessary, attended by the members whom the parties jointly consider to be necessary for the meeting to be carried out.

[2] Regulation on travel expenses and transportation for public employees and its annexes.

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In addition, the **AGENCY** must carry out Costa Rica product immersion tours, which will last approximately two weeks. These tours may be attended at different points, as long as the parties agree to do so.

When the **INSTITUTE** refers to "key personnel" it shall be understood to refer to the following:

7.18.a. The Account Director
7.18.b. The Account Executive
7.18.c. The Strategic Planner (must attend meetings only when expressly required).
7.18.d. The Media Executive
7.18.e. The Media Director (whose presence will only be requested when the Media Executive cannot attend, or when their presence is necessary).
7.18.f. The Creativity Executive and the Creativity Director in case the Creativity Executive cannot attend, or when their presence is necessary.

7.19. Following each meeting (of any kind), whether via telephone, internet, or in-person, the **AGENCY** must send a report that details all of the subjects covered and agreements made, as well as the pending tasks, implementation timeframes, and persons responsible.

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EIGHTH: ACTIONS NOT INCLUDED IN THE MONTHLY RATE OR FEE
8.1. Table of online measurement results

8.2. "Portrait of American Travelers" study by MMGY Global LLC.

8.3. Photo and video production, retouching and editing services

8.4. Event mobilization, flash mobs, etc.

8.5. Cost of external providers such as the publication of digital advertisements (DoubleClick), use of social network management services (Mabrian) and the use of the measurement tool (ADARA Impact)

8.6. Special projects: For all special projects that the **INSTITUTE** decides to approve because they are actions that are expedient for achieving the country's goals and whose cost is not included within the monthly rate or fee, additional purchase orders will be prepared in order to provide these projects with a budget.

NINTH: OTHER OBLIGATIONS OF THE AGENCY

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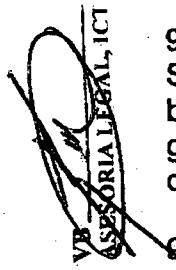
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9.1. Complying with the tasks set out in the tender documents, as well as those in this Annex, including those that the **INSTITUTE** may require in order to satisfactorily achieve the purpose of the contract under Direct Contracting Number 2016CD-000068-PROTURISMO, "Contracting an Advertising Agency Established in the United States".

9.2. The **AGENCY**, when required by the **INSTITUTE**, must work alongside other companies to work in other target markets, primarily located in Europe and Latin America.

9.3. Even when a budget line is dedicated to the implementation of contractual tasks, the **INSTITUTE** reserves the right to implement it completely or partially, in accordance with its interests and based on criteria of convenience and administrative expediency. The **INSTITUTE** is not obliged to invest the amount set aside for special projects with the **AGENCY**, and reserves the right to carry out such procurement as it believes necessary on its own.

9.4. Each action or project must always be approved or greenlighted by the Marketing Administration, representing the **INSTITUTE**, for the execution of the mandated tasks. This may be done via e-mail, scan, signed quote, etc. The **INSTITUTE** will open a general purchase order for the payment of the fee and another for advertising actions with the available budget in January-February of each year. The payments will be carried out in parts.



9.5. Any use of the brands Costa Rica, Certificate of Sustainable Tourism (CST; Spanish: *Certificado de Sostenibilidad Turística*), ICT, Esencial or any other destination brand that is identified during the period of the contract shall be governed by the guidelines set out by the **INSTITUTE** and shall only be permitted during the contract duration; once the contract finishes the **AGENCY** cannot make use of any brands.

9.6. The **AGENCY** shall have a delivery deadline for each project assigned to it, which will be agreed upon prior to each project.

9.7. The **AGENCY** commits that the account of the **INSTITUTE** will be managed in the office of Kansas City, from where the work done by dedicated teams in Kansas City will be managed and coordinated; in addition, support will be given by all of the offices of the **AGENCY**.

9.8. Meeting the requests of the **INSTITUTE** with high priority, respecting the human resources assigned to the account, in conformity with the Twelfth Clause of this Annex.

9.9. Complying with the conditions and regulations in force with reference to administrative contracting in Costa Rica.

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9.10. Proposing strategies to the **INSTITUTE** that are the most conducive to the country's image and to the achievement of the best possible results with each strategy implemented, without going against the interests of the **AGENCY**.

9.11. Preparing meeting minutes and reports.

TENTH: REFERENCE TO GENERAL PRINCIPLES
Any legal gap, discrepancy or conflict that comes up during the implementation of the contract shall be resolved in conformity with the provisions of the Law on Administrative Contracting, Law No. 7494 and its reforms, its regulation, Executive Decree No. 33411-H, the **INSTITUTE**'s Internal Regulation on Administrative Contracting, and other related Costa Rican legislation.

ELEVENTH: TRANSFER OF CONTRACT
The **AGENCY** may not yield, partially or totally, the rights derived from the present contract to another natural person or legal entity without prior consent from the **INSTITUTE**, which, for such an action, will comply with the provisions of Article 217 of the Regulation to the Law on Administrative Contracting.

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TWELFTH: MINIMUM WORKING TEAM
12.1. The working team that will serve the **INSTITUTE**'s account, and which will be available to respond to its requests and needs in a timely fashion in accordance with the **AGENCY**'s quote, including the availability to work on weekends or outside of normal working hours when required to do so by special conditions, as part of the monthly fee, must comprise, at a minimum:

12.1.a. One Account Director/Supervisor
12.1.b. One Creative Director
12.1.c. One Strategic Planner
12.1.d. One Media Director/Supervisor
12.1.e. One full-time Senior Account Executive exclusively for the **INSTITUTE**'s account.
12.1.f. One senior creative staff person
12.1.g. One Media Executive

12.2. The professional profile of the work team members must conform, at minimum, to the technical specifications set out in the direct contracting notice number 2016CD-00068-PROTURISMO, entitled "Contracting an Advertising Agency Established in the United States". The agency's personnel who will be in charge of the **INSTITUTE**'s account must be indicated in a timely manner; the Research and Evaluation Department

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of the **INSTITUTE** is the department that verifies compliance with all of the requirements set out in point 2.2 of the above-mentioned tender documents.

12.3. All human resources must have immediate availability to meet the demands of the work that the **INSTITUTE** may require during the term of the contract, thereby guaranteeing the implementation and achievement of the services forming the subject of this contracting within the time that the **INSTITUTE** requires them, with the quality and professionalism required to meet the goals set.

12.4. According to the quote given by the **AGENCY**, the person acting as the Senior Account Executive will be assigned on a full-time basis to work on the **INSTITUTE**'s account.

12.5. Where a member of the proposed team is replaced during the term of the contract due to *force majeure* or exceptional circumstances, the **AGENCY** is obliged to substitute them with another person who fulfills, at minimum, the same professional profile as requested in the notice. Such a substitution shall be communicated, at minimum, within one month before being made and shall be approved by the **INSTITUTE** within a period of three (3) working days.

THIRTEENTH: SUBCONTRACTING

13.1. When the **AGENCY** needs to subcontract work and services to third parties, it must present the **INSTITUTE** with a minimum of three (3) quotes, which must include all of the required technical specifications, as well as whether a percentage commission charge will be applied for the intermediation; the quotes must also be duly signed. The **INSTITUTE** will make the selection of the best offer at the time of every individual contracting.

13.2. When the service is billed, the **AGENCY** must provide both its own invoice as well as that of the subcontracted provider, and follow the billing procedure detailed in the Seventeenth Clause of the present Annex.

13.3. All services offered by a company that has been subcontracted by, or is associated with the **AGENCY**, must be directed, supervised and paid through the **AGENCY**.

13.4. The **AGENCY** shall continue to be the main contact with reference to the **INSTITUTE** and will be responsible for the administration of the work carried out by the subcontracted organization.

13.5. In all cases, the **INSTITUTE** must provide prior approval for all expenditures that must be incurred through subcontracting.

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13.6. In cases of a sole provider/sole bidder[3], where sole provider/sole bidder are understood to be defined as they are under Article 139 Section a) of the Regulation to the Law on Administrative Contracting, the **AGENCY** must send the appropriate justification with reference to why that provider/bidder is, in effect, **UNIQUE**.

FOURTEENTH: OBLIGATIONS OF THE INSTITUTE

The **INSTITUTE** shall have the following obligations, which do not represent an exhaustive list:

14.1. Authorizing the **AGENCY**, for such purposes as are necessary, to use the different databases available, logos, photos, research and institutional studies.

14.2. Reviewing the reports requested in the Seventh Clause, section 7.5, for the purpose of acknowledging receipt and acceptance, and issuing the respective payment.

14.3. Verifying the competition reports on behavior and investment, in accordance with the Seventh Clause, section 7.6, and acknowledge receipt and acceptance.

14.4. Supervising the information that appears in the media database for the USA and other markets, in accordance with the provisions of the Seventh Clause, section 7.16.

14.5. Examining the reports issued following each meeting, in accordance with the text of the Seventh Clause, section 7.19.

14.6. Carrying out the review and approval of all material or project prepared by the **AGENCY**, as well as acknowledging receipt and acceptance in order to be able to process the respective payments for the services.

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14.7. Deciding which of the **AGENCY**'s recommendations are suitable or not for application according the priorities of the **INSTITUTE** or its available budget.

14.8. Ensuring compliance with the requirements of the contracting and the clauses of this Annex.

14.9. Assessing the performance of the **AGENCY** with the aim of determining whether it would be expedient to renew the contract.

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[3] "Article 131.—a) **Sole bidder**: the three-quote process may be waived for such goods or services for which it is proven that **only one person or company is able to deliver or provide them, while no alternatives exist on the market that may be considered ideal to satisfy the institutional need**. The origin of this scenario must be determined with respect to objective parameters regarding the need, whereby it is proven that the proposed option is the only appropriate one, not simply the most convenient." Regulation to the Law on Administrative Contracting; emphasis added.

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FIFTEENTH: RESERVATION OF THE RIGHT TO CONTRACT WITHOUT THE INVOLVEMENT OF THE AGENCY

This contract does not confer exclusivity to the **AGENCY** for the contracting of services by the **INSTITUTE**, meaning that the **INSTITUTE** may contract out any of the services described herein by other means as it deems convenient.

SIXTEENTH: HOLDING OF INTELLECTUAL PROPERTY

All work prepared by the **AGENCY** in the execution of this contract and paid for by the **INSTITUTE** shall be the exclusive property of the **INSTITUTE**. The **AGENCY** and the **INSTITUTE** intend for such Advertising Material to be considered as "contract work" of which the **INSTITUTE** will be considered to be the author. If, for some reason, the Advertising Material was not considered "contract work," the **AGENCY** hereby irrevocably assigns to the **INSTITUTE** all rights, ownership and interest in and over any and all Advertising Materials, whether arising from copyright, registered trademarks, trade secrets, or any other federal or state law or doctrine on intellectual property.

Campaigns, plans, strategies, actions and products designed by the **AGENCY** for the **INSTITUTE** shall be the intellectual property of the **INSTITUTE**, which will enable it to use and develop them at any time and with any other agency if deemed necessary. Furthermore, intellectual property shall prevent the **AGENCY** from making use of the campaigns, elements, brands and concepts developed for the **INSTITUTE** for other clients.



The **AGENCY** shall implement such other documents and instruments as are reasonably requested by the **INSTITUTE**. The **AGENCY** permanently waives all rights related to the Advertising Materials it creates under this contract, specifically all copyright and intellectual property rights that would come about as a result of those Materials.

The **INSTITUTE** recognizes that the Advertising Materials may contain work that is the product and/or property of third parties and that the use of the Advertising Materials by the **INSTITUTE** may require the consent of said third parties. The **AGENCY** must obtain the rights, licenses, consent or other authorizations necessary from any third party from whom a service mentioned herein is requested, so that the **INSTITUTE** may be able to use the work produced by said third party during the term of this contract. Where possible, the **AGENCY** will attempt to ensure full ownership for the **INSTITUTE** of the work produced by such a third party; however, the **INSTITUTE** recognizes that limitations may exist in the use and ownership of materials created under this, and the **INSTITUTE** agrees to consult the **AGENCY** in advance before using any Advertising Materials created by the **AGENCY** during this contract period.

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Where the **AGENCY** incorporates the pre-existing copyrighted work of any third parties, including of the **AGENCY** itself, related to any advertising or promotional material created under this and released to the public, the **AGENCY** agrees that it will obtain all of the rights, licenses, consent and permits necessary to use the work of third parties during the term of this contract. However, the **INSTITUTE** understands and agrees that the **AGENCY** will not be responsible for obtaining the ownership of such work for the **INSTITUTE** unless so instructed in writing by the **INSTITUTE**.

Once the contract has been finalized, the **AGENCY** will have a non-renewable period of three (3) months to remove and deliver to the **INSTITUTE** any material, information, documentation, etc. related to the account and the contract that is stored on hard drives or any other technological storage device.

SEVENTEENTH: DIRECT COMPETITION FOR COSTA RICA

During the term of the contract with the **INSTITUTION**, and for an additional period of six (6) months following its conclusion, the **AGENCY** may not work with another country that competes directly with Costa Rica, namely: Aruba, Australia, Bahamas, Brazil, Belize, Cuba, Ecuador, Hawaii, Jamaica, Mexico, New Zealand, Panama, Peru, Dominican Republic.

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Failure to comply with this clause during the term of the contract shall grant the **INSTITUTE** the ability to terminate this contract once the appropriate due process has been carried out and the associated damages and losses have been levied. For this purpose, the **AGENCY** has submitted a Sworn Statement verifying the above.

EIGHTEENTH: METHOD OF PAYMENT

The **INSTITUTE** shall make payments for services provided within thirty (30) calendar days following the receipt of the invoice or original accounting document and the supporting documents that verify that the service received met with the full satisfaction of the Research and Evaluation Department of the Marketing Administration, provided by the employee authorized for this purpose.

Payment will be made via deposit to the account designated by the **AGENCY**. The invoice must indicate the account number and other banking details for due payment. The **INSTITUTE** will not bear the costs of bank transfers to the **AGENCY**, but if it requests that the **AGENCY** make payments to other contracted providers, the **INSTITUTE** agrees to take on these costs.

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NINETEENTH: ADVANCE PAYMENTS

Advance payments may be made; in accordance with the provisions of Section 35 of the Regulation to the Law on Administrative Contracting, advance payments are possible when they conform to a practice or use derived from business practices that has been duly verified, if they are a consequence of the payment method used, or if market conditions require them to be made.

As such, in order to carry out advance payments to media or providers, the **INSTITUTE** may do so for traditional or digital advertising; this cannot be for a period of longer than three (3) months. Payments that include issued advances can be made, as long as an analysis of the case is done. At every time, the provisions of Law on Administrative Contracting and its Regulation shall be respected.

If necessary, the procedure necessary for managing the payments and settlements required for advances will be defined jointly.

In addition, a process must be provided by which settlements will be carried out when they occur over the transition from one year to another (for example, purchases in November and December that are settled in February or March).

TWENTIETH: INVOICING

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The **AGENCY** must provide the invoices or original accounting documents, including those for the goods and services that they subcontract out, along with the digital or physical copy of the invoices or accounting documents of the providers involved.

For the purpose of verification by the **INSTITUTE**, the **AGENCY** must always provide an original accounting document or an invoice that refers to the goods and services that are subcontracted, along with a digital copy of all of the invoices from providers involved in the delivery of any service performed for the **INSTITUTE** (hereinafter referred to as 'providers'), which the **AGENCY** will attest to be exact copies of their original in the above-mentioned original accounting document.

The **AGENCY** must ensure that the invoices or original accounting documents of the media are presented within a period of no more than two (2) months from when the actions are carried out.

These documents will serve as a back-up for the payments made by the **AGENCY** and as a back-up for the net charges to the **INSTITUTE**.

Invoices or accounting documents, both from the **AGENCY** and from the providers must contain the following:

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a) Full name of the purchaser (Agency/ICT/Costa Rica) and the vendor (company) along with their ID number.
b) Details or a description of the goods sold or service provided, separated into taxable and non-taxable, the unit price (if applicable) and the amount of the operation.
c) Discounts given, if applicable.
d) Subtotal.
e) Amount of applicable taxes, when the vendor is also a taxpayer for these taxes, and the addition of any other tax to those being charged affects the sale of the good or service.
f) Net sale price without tax.
g) Total value of the invoice.

The format of the providers' invoices or accounting documents shall be the format that corresponds to applicable commercial use, to which the **AGENCY** shall attest in writing, which will give the invoices an official nature.

TWENTY-FIRST: PAYMENT FOR SERVICES

21.1. **MONTHLY RATE OR FEE:** For a total amount of **ONE MILLION, TWO HUNDRED AND SIXTEEN THOUSAND, FIVE HUNDRED UNITED STATES DOLLARS AND NO CENTS ($1,216,500.00)** as a monthly rate or fee for the two (2) years of the contracting, a sum that is divided as follows:

21.1.a. A monthly rate or fee of up to **FIFTY THOUSAND, SIX HUNDRED AND EIGHTY-SEVEN UNITED STATES DOLLARS AND FIFTY CENTS ($50.687.50)** for an annual amount of **SIX HUNDRED AND EIGHT THOUSAND, TWO HUNDRED AND FIFTY UNITED STATES DOLLARS AND NO CENTS ($608,250.00)** for the first year.

21.1.b. A monthly rate or fee of up to **FIFTY THOUSAND, SIX HUNDRED AND EIGHTY-SEVEN UNITED STATES DOLLARS AND FIFTY CENTS ($50.687.50)** for an annual amount of **SIX HUNDRED AND EIGHT THOUSAND, TWO HUNDRED AND FIFTY UNITED STATES DOLLARS AND NO CENTS ($608,250.00)** for the second year.

The established fee is set and definitive, meaning that it cannot be modified during the contractual term.

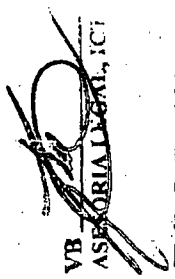
21.2. COSTS NOT INCLUDED IN THE FEE OR MONTHLY RATE:

Service	Year 1	Year 2	Total period (years 1 and 2)

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Table of online measurement results	$40,000.00	$35,000.00	$75,000.00
"Portrait of American Travelers" study by MMGY Global LLC.	$12,500.00	$12,500.00	$25,000.00
Photo and video production, retouching and editing services	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately
Event mobilization, flash mobs, etc.	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately
Cost of external providers such as the publication of digital advertisements (DoubleClick), use of social network management services (Mabrian) and the use of the measurement tool (ADARA Impact)	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately	Based on whether it is necessary or not and quoted separately



21.3. EXPENSES FOR PRESENTATIONS IN COSTA RICA A maximum amount of **THIRTY-FIVE THOUSAND UNITED STATES DOLLARS AND NO CENTS ($35,000.00)** for each year of the contract for travel expenses for work meetings in Costa Rica, for a total amount over the two years of **SEVENTY THOUSAND UNITED STATES DOLLARS AND NO CENTS ($70.000.00)**. This item will be in addition to the budget for advertising actions, but will be included in the total available budget and will be paid in accordance with the administrative procedures of the **INSTITUTE**. All travel to Costa Rica or participation in meetings, trade fairs, etc., will be paid upon the submission of receipts and may not exceed the maximum amount indicated by the **INSTITUTE** for each item (air transport, ground transport, food and lodging). Additional expenses or those not covered by the **INSTITUTE**, must be covered by the **AGENCY** (including, but not limited to: tips or gratuities, entrance or exit taxes, upgrades, liquor, excess hotel fees, additional services in hotels such as massages, laundry, etc.).

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All of the amounts for travel allowances conform to the "Regulation on Travel and Transport Expenses for Public Employees[4]" by the Comptroller General of the Republic of Costa Rica, and are non-negotiable.

21.4. SUMMARY TABLE:

	MONTHLY COST	ANNUAL COST
FEE YEAR 1	**$50,687.50**	**$608,250.00**
FEE YEAR 2	**$50,687.50**	**$608,250.00**
MAXIMUM COST FOR PRESENTATIONS OR WORKING SESSIONS IN COSTA RICA YEAR 1		**$35,000.00**
MAXIMUM COST FOR PRESENTATIONS OR WORKING SESSIONS IN COSTA RICA YEAR 2		**$35,000.00**
	TOTAL COST FOR YEARS 1 AND 2	**$1,286,500.00**

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21.5. INESTIMABLE VALUE The contracting is made for an inestimable value (subject to the budget availability of the **INSTITUTE**) with reference to special projects, sub-contracting and work not included in the monthly rate or fee. This means that, in addition to the budget allocated to the payment of the monthly rate or fee, the **INSTITUTE** will have an extra budget to pay for other actions that are not included in the monthly rate or fee, and which represent strategic opportunities for the promotion of Costa Rica. This extra budget will be defined annually and may vary in accordance with the budget availability of the **INSTITUTE**.

21.6. UNIT COST OF ARTWORK

ITEM	AMOUNT
Page (newspaper/full color magazine)	$5,000.00
Full flyer, 5.5x8.5", color	$3,500.00

[4] The link to view the text of the "Regulation on Travel and Transport Expenses for Public Employees" is the following: https://cgrfiles.cgr.go.cr/publico/jaguar/Documentos/kilom_viat_zona/2017/reglamento_viaticos_VF_20-06-2017.pdf

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Full poster, 22x34", color	$3,500.00
Triptych brochure, full color, 8.5x11, 2 folds	$7,500.00
Billboards 12x9 m	$5,000.00
General and specific maps of the country, 22x34" 6 folds	$7,500.00
Simple logo	$7,500.00
Complex logo	$15,000.00
Boarding passes	$1,500.00
Advertorial	$5,000.00
Simple HTML5/Java digital banner 300x600	$3,500.00

21.7. COMMISSIONS:

21.7.a. Commission under the monthly rate or fee: The **AGENCY** shall only charge a percentage of fifteen per cent (15%) commission for brokerage services in production contracts to third parties.

21.7.b. Commission under special projects: The **AGENCY** shall only charge a percentage of fifteen per cent (15%) commission for brokerage services in production contracts to third parties.

21.8. ADDITIONAL COSTS:

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ITEM	PERCENTAGE/AMOUNT
Costs for placement, monitoring and optimization of paid search engine reports (search engine optimization, SEO).	Commission of 20% of the invested resources
Costs for placement, monitoring and optimization of paid social media reports.	Costs included in the fee or monthly rate
Analytics and general reports other than those previously set out, or which are not covered by this Annex.	$150.00 per hour, additional special reports will be estimated using an hourly rate according to the necessary results.
Brand development	$50,000.00

TWENTY-SECOND: BUDGET ALLOCATION

The commitments made under this Annex shall be covered by the following budget allocation codes: 1.03.02.02, 1.03.02.01, 1.04.04, 1.04.99, 1.04.05, 1.07.02, and 1.07.01.01 from Program 2, Planning, Tourism Management and Marketing, from the

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Promotion Process of the **INSTITUTE**'s 2017 Budget, duly approved by the Comptroller General of the Republic.

Even where a budget line is dedicated to the implementation of tasks mentioned in this Annex, the **INSTITUTE** reserves the right to implement said budget line completely or partially, in accordance with its interests and based on criteria of convenience and administrative expediency.

TWENTY-THIRD: PERCENTAGE INCREASE IN CASE OF POSSIBLE EXTENSIONS
Should the **INSTITUTE** decide to go ahead with a renovation of the contract for a period of no more than equal to the first, two (2) years, in increase of five per cent (5%) will be applied to the hourly rates established for years three and four, including the fee or minimum monthly rate.

TWENTY-FOURTH: APPLICATION OF THE PERCENTAGE CORRESPONDING TO THE VALUE-ADDED TAX
For all technical consulting services involving opinions, advice or specialized recommendations, given in writing and resulting from a detailed study of the available facts or data of a situation or problem that has been laid out with the purpose of guiding the action or conduct of the **INSTITUTE** in a given direction, a deduction of twenty-five per cent (25%) shall be applied and retained from the full amount of the contracting for the value-added tax.

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This includes both the services directly contracted by the **AGENCY**, as well as those subcontracted out to another business. An equal deduction shall be applied to materials for the use of the **INSTITUTE** in Costa Rica. The above is based on the Value-Added Tax Law Number 7092 and its respective Regulation, Executive Decree Number 18455-H.

TWENTY-FIFTH: PERIOD OF VALIDITY
The term of this contract will be for a period of two (2) years starting at the point when the start order is issued by the **INSTITUTE**, with an extension clause for a period no more than equal in length (two years), for a total period of four (4) years, for which the **INSTITUTE** will carry out a performance review at the appropriate time in order to decide whether or not to renew the contract.

The contract will take effect beginning with the Internal Endorsement of the Legal Counsel, and will become enforceable upon the issuance of the start order.

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Beginning with the issuance of the start order, and at any point during the entire term of the contract, the **INSTITUTE** may request or require that the **AGENCY** provide any of the services set out in this Annex.

TWENTY-SIXTH: WAIVER OF JURISDICTION
On the basis of Article 74 of the Regulation to the Law on Administrative Contracting, the **AGENCY** shall renounce the jurisdiction of its country, submitting itself to Costa Rican jurisdiction and courts for all incidents that may, directly or indirectly, arise from the contract, to which end it shall sign a sworn statement in the terms set out in this clause.

TWENTY-SEVENTH: ON APPLICABLE SANCTIONS IN CASES OF NON-COMPLIANCE
The **INSTITUTE**, in its role as an auditor, under criteria or reasonableness and proportionality, and respecting the regulations governing this area, may assent to the application of the following sanctions:

27.1. Invocation of the compliance or collateral guarantee: Should the **AGENCY** fail to comply with one of the obligations or commitments that results from the execution of the contract, this will empower the **INSTITUTE** to invoke the compliance guarantee or the collateral guarantee in issues related to the advances of pay.

27.2. Fine: The **INSTITUTE** may, in cases of defective execution of the contract, levy a fine, which may not exceed twenty-five per cent (25%) of the total price of each project, in accordance with the provisions of Article 48 of the Regulation to the Law on Administrative Contracting.

The above provisions do not preclude the possibility of claiming damages or losses if the measures provided for above do not fully satisfy the **INSTITUTE**.

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TWENTY-EIGHTH: ON COMPENSATION
For cases of non-compliance, whether on the part of the **INSTITUTE** or of the **AGENCY**, the Costa Rican legal order sets out mechanisms by which items such as damages and losses and lost earnings are compensated, always under the parameters of reasonability and proportionality.

The INSTITUTE shall defend, compensate, and exempt the **AGENCY** from responsibility with regards to any damage, charge, fine, deficiency, loss and expense (including the costs and reasonable lawyer's fees) (hereinafter referred to as "Losses") that the **AGENCY** should suffer, incur, or have reason to undergo, as long as it results, originates, or relates

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to any complaint, litigation or court proceedings introduced by a third party for: **1)** The use by the **AGENCY** of material, information or data supplied or shown by the **INSTITUTE. 2)** The undue appropriation of ideas presented by third parties to the **INSTITUTE,** but only to the extent that such ideas were supplied by the **INSTITUTE** to the **AGENCY. 3)** Any measure taken by the **AGENCY** in accordance with the instructions of the **INSTITUTE,** which directly result from the situations set out in points 1) and 2) mentioned above. **4)** Failure to pay or insufficient payment of talent, actors or any group or association with relation to the production and/or the use of any advertisement or other material produced by the **AGENCY** on behalf of the **INSTITUTE** in accordance with this Annex, or which the **INSTITUTE** facilitates for the **AGENCY** for it to use in the course of the execution of this contract, under the following criteria: in the case of incomplete or untimely payment made under the responsibility of the **INSTITUTE**, and in the case of payment of talent or problems arising from the transfer by the **INSTITUTE** of advertising material to third parties. The **INSTITUTE** shall not take any responsibility for damages caused to a third party that are the result of any action not attributable to the **INSTITUTE** in accordance with the terms of this Annex.

TWENTY-NINTH: WITHDRAWAL AND UNILATERAL TERMINATION

In accordance with the provisions of Article 11 of the Law on Administrative Contracting, the **INSTITUTE** reserves the right to withdraw or unilaterally terminate, as appropriate, this contracting, on account of non-compliance by the **AGENCY** with the provisions of this Annex, of *force majeure*, unforeseeable circumstances, or if it suits the public interest to do so, after first carrying out the legal procedures; for such a case, the **INSTITUTE** shall communicate this decision at least one month before the date on which it wishes to terminate the contract.

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THIRTIETH: ALTERNATE METHODS FOR THE RESOLUTION OF CONFLICTS (RAC METHODS)

In accordance with the provisions of Article 2 of the Law on Alternate Conflict Resolution and the Promotion of Social Peace, also known as the RAC Law (Spanish: *Resolución Alterna de Conflictos*; Alternate Conflict Resolution), which sets out the possibility of turning to alternate methods for conflict resolution, including arbitration, in order to resolve differences related to assets of a disposable nature, it is possible to turn to the entities dedicated to the institutional administration of such alternative processes, which are the Centers for Reconciliation and Arbitration (*Centros de Conciliación y Arbitraje*), as well as the Houses of Justice of Costa Rica (*Casas de Justicia de Costa Rica*)

THIRTY-FIRST: COMPLIANCE GUARANTEE

The **AGENCY** shall make a Compliance Guarantee available to the **INSTITUTE** in the amount of **SIXTY THOUSAND, EIGHT HUNDRED AND TWENTY-FIVE UNITED**

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STATES DOLLARS AND NO CENTS ($60,825.00), in accordance with the provisions of Articles 40 *et seq.* of the Regulation to the Law on Administrative Contracting, as well as concordant provisions therein. The validity of this guarantee shall be for a period of twenty-six (26) months, and, should an extension come into effect, the **AGENCY** must, prior to the expiry [of the guarantee], provide a new guarantee that secures the contractual implementation during the extension. This guarantee will be repaid to the **AGENCY** once all of the contractual work has been completed, insofar as said work has been received to the full satisfaction of the **INSTITUTE**.

The **AGENCY** must take the bank fees into account separately; these will not be paid by the **INSTITUTE**.

THIRTY-SECOND: COLLATERAL GUARANTEE
In cases of advance payment in accordance with Article 46 of the Regulation to the Law on Administrative Contracting, the **INSTITUTE** may request a collateral guarantee, when this is feasible, for the full amount to be advanced. This guarantee will be repaid to the **AGENCY** once all of the work has been completed for which the advance was made, insofar as said work has been received to the full satisfaction of the **INSTITUTE**.

The **AGENCY** must take the bank fees into account separately; these will not be paid by the **INSTITUTE**.

THIRTY-THIRD: COORDINATING UNIT
The Research and Evaluation Department of the Marketing Administration of the **INSTITUTE** shall be the unit tasked with assessing the **AGENCY**'s compliance with its duties, and coordinating as appropriate for that purpose, so that the **AGENCY** complies with the guidelines established both before and during the entire term of the contract; it will also approve all of the contracted work.

The Supplier Unit will have the power of supervising and informing with regards to the quality or non-compliance of the service in accordance with the conditions set out in the notification and the bid.

THIRTY-FOURTH: OVERSIGHT
The **INSTITUTE**, through its Internal Auditing Office, personnel duly authorized by the Administration, or contracted company, may carry out audits or studies on the contracted services at such a time as it deems necessary, with the aim of verifying the adequate provision of services and their appropriate economic compensation. This must always be done within the parameters of legality and reasonability.

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NOTHING FURTHER. In witness of the above, having read the full content in four (4) copies with the same literal wording and being well apprised of its object, validity, and other legal effects, and with the authority [we] possess, [we] ratify and sign in the city of San José, Costa Rica, at [14:00] o'clock, on the [31th] of [october], twenty seventeen.

ALBERTO LÓPEZ CHAVES
GENERAL MANAGER
COSTA RICAN TOURISM BOARD

CLAYTON REID
LEGAL REPRESENTATIVE
MMGY GLOBAL LLC

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APPENDIX 1
TABLE OF ACTIONS INCLUDED IN THE FEE

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	ACTION	Included in the fee	Observations	
1	Planning, organizing, controlling and evaluating the communication of the Costa Rican Institute of Tourism with its clients or current and potential external users in an effective and efficient manner, and ensuring that all of its initiatives and strategies help achieve the goals set out by the Institute. The latter will be done in accordance with the projects or strategic initiatives assigned to it by the Institute, without prejudice to the Contractor also making general or specific recommendations to the Institute in the interest of achieving better results in communication, in which case the Institute reserves the right to take said recommendations into account or not.	INCLUDED		
2	Identifying opportunities that exist in the working sphere of the Institute and submit strategic plans whose goals are to maximize such opportunities, according to the resources and prevailing conditions for the Institution at that time.	INCLUDED		
3	The detection of possible prevailing threats in the surroundings that may place at risk the achievement of institutional goals related to attracting tourism; this will be a continuous, *ex officio* task for the Contractor, within the recommendations presented not only at the behest of the Institute, but rather as a part of its permanent support.	INCLUDED		
4	Every strategy proposed, especially advertising campaigns, must be supplemented with intended aims and goals, a detailed description of the target market being reached, a media plan and rationale, a creative rationale, a budget and costs (partial and total), a timeline of activities, and the resources necessary to achieve the proposed aims and objectives, among other relevant indicators.	INCLUDED		
5	Presenting a final report on the work carried out at the end of each campaign, with the purpose of evaluating whether the proposed objectives for the campaign were met. In this sense, the Contractor shall fully commit to the projects carried out, always aiming to achieve the stated goals in all of the strategic efforts carried out in the advertising field.	INCLUDED		
6	Providing the Institute, at least once per year, with a competition report on the conduct and investments made by our competitors in mass media, which includes all of the categories of businesses in which ICT participates, by means of graphics that show the different market engagement, both in terms of Share of Investment (SOI) and in terms of the advertising noise (Share of Voice, SOV). This report must include, at minimum:	INCLUDED		
6.1	The respective analysis of the information, examples of advertisements placed by the competition.			
6.2	Recommendations to be applied by ICT.			
6.3	An analysis of growth or decline in previous years, or references to media trends that might positively or negatively affect Costa Rica as a tourist destination, as well as ICT.			
6.4	Details of the media analyzed, including the kind of media, investment by category for each kind (Media tactics used by the competition).			
6.5	Analysis of investment in traditional and non-traditional media.			
6.6	Analysis of strategies used by the competition.			
6.7	Justify the sources of information used, and demonstrate which sources are the most suitable for ICT.			
6.8	Include total and monthly investment per category and by mixing of media.			
6.9	Analysis of the 6 key advertisers in the tourism industry, as defined by ICT, investment by city and their tactics.			
6.10	Comments and conclusions of the report and the investments.			
6.11	Creative analysis of the campaigns.			
	On the competition report, indicate whether the following are supplementary or included:			
	* The analysis must be detailed; for example, include whether a periodical publishes a story on Costa Rica and about competing countries, analyze both and their possible strategic reasons for using these media outlets.			

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	* The report must specifically include if it is an advertisement, advertorial, or editorial, to the extent possible.			
	* Advertisers in the tourism industry in the United States: a general overview of the investment per month: Media mix, investment per advertiser per tier, etc.			Ask
	* Top 20 advertisers in the USA, geographic distribution patterns of these advertisers, and monthly and/or annual investment.			
	* Top 10 key advertisers in the USA; who they are, how much they invest per month/annually vs their rank, how much their total investment is vs Costa Rica. Investment per month, per country, media mix, share TRPs if necessary, TRPs of monthly/annual distribution vs rank.			
7	Develop a comprehensive strategy for increasing the number of visitors (both first-time and returning visitors) to Costa Rica from the United States and Canada as priority markets, as well as from other markets when required by ICT. The strategy must take ICT's goals of the in those markets into account in accordance to the descriptions in the Marketing Plan and other available studies.	INCLUDED		
8	Exploring new media and ways to transmit the message of Costa Rica to the fullest extent; permanently seeking novel and efficient ideas with respect to strategy, concept, and choice of media that goes hand-in-hand with technological innovations and the changing behavior and habits of customers, as well as improving ICT's promotional materials or other marketing initiatives.	INCLUDED		
9	Developing all of the concepts and creative implementation that ICT may require in order to broadcast the Costa Rica brand and position Costa Rica as a destination for potential visitors, both in priority markets as well as emerging ones.	INCLUDED		
10	Carrying out the strategy, planning, and acquisition of media for this account without this hindering ICT from carrying out the direct contracting of media without the intermediation of the Agency when circumstances warrant doing so.	INCLUDED		
11	Carrying out the production of all of the components and materials necessary for the implementation of all kinds of advertising and marketing campaigns, as well as general promotion and advertising actions, including but not limited to:	INCLUDED		
11.1	Conceptualization and design and/or media outlines, POP (posters, flyers, brochures, banners, roll-up displays, billboards, mupis, oversize flyers, etc.), simple digital banners; this may be under the designation of advertising campaigns or one-off materials for promotion of the destination.			
11.2	Final artwork of the elements mentioned above.			
11.3	Conceptualization and design of basic logos as part of an advertising campaign.			
11.4	Scripts for TV or radio.			
11.5	Conceptualization and basic logistics for activations, guerrilla marketing, flash mobs, and other non-traditional actions.			
11.6	Conceptualization and design of destination-specific presentations (information on Costa Rica that is relevant for the market, data, graphics, videos, ICT material and content, etc.).			
11.7	Conceptualization of presentations and multimedia material for distinct audiences: general public, trade, journalists, private tourism sector.			
11.8	Time for the team to come to Costa Rica to carry out the presentations.			
11.9	Conceptualization of general promotional videos of CR, niches, etc.			
11.10	Conceptualization of digital and HTML banners.			
11.11	Design and/or production of digital and HTML banners.			
11.12	Conceptualization and design of interactive campaigns.			
11.13	Conceptualization of traditional or online competitions.			
11.14	Planning of media, purchasing and monitoring, monthly reports at minimum.			
11.15	Social media strategies.			
11.16	Conceptualization of development of mobile platforms, apps in Facebook or other social media, development of complex, interactive games.			
11.17	Conceptualization of direct mailing.			
11.18	Logistics and processing of payments for the purchase of collateral material: photos, video, footage, etc.			
11.19	Basic logistics and payment processing for the purchase of material or media that ICT may require, whether supervised by the agency (cost center) or not, in the USA or in other countries.			
11.20	Supervision of photo sessions, filming, etc., of projects contracted by the agency.			

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12	Working as a collaborating partner and exchanging ideas with ICT staff as considered appropriate. ICT currently has contracts with public relations firms in Costa Rica, the USA and Europe, and with advertising firms in Costa Rica, and any other agency that ICT contracts to at any point; the selected agency must be willing to collaborate, as necessary, with ICT's public relations and advertising firms located both within and outside of Costa Rica.	INCLUDED		
13	Reviewing media plans and rates for cooperative campaigns (on average, 35 per year of all sizes)	INCLUDED		
14	Monitoring advertisements in paid media by the agency	INCLUDED		
15	Reviewing and changing translations and advertising or promotional texts in English.	INCLUDED		
16	Providing an FTP or cloud solution to share ICT or agency materials.	INCLUDED		
17	Providing assistance and/or ensuring added value in media acquisitions.	INCLUDED		
18	Preparing and constantly maintaining a database of media in the US and other markets, which includes relevant information for decision making, such as media profiles, rates, and contact information. This database must be available to ICT and be updated at least once every six months (Excel format with CPPs and negotiated costs). Furthermore, revisions must be made to media proposals that come directly [to the agency] or via ICT.	INCLUDED		
19	Establishing a mechanism to generate media selection criteria.			
20	Attending international trade fairs, seminars and events that are attended by ICT, in such a way that [the agency] can carry out an analysis of the participation of Costa Rica, and contribute photos and reports. Additionally, making recommendations to improve the participation of Costa Rica in these events, as well as making recommendations with respect to the purchase of media, decorations, and other initiatives and services that may be required to maximize the presence of Costa Rica in these events. The cost of transportation to these events will be borne by ICT, in accordance with the travel expense tables recognized in the Institution and in compliance with the corresponding requirements and administrative procedures; however, the time of the agency staff must be included in the fee.	INCLUDED		
21	Training seminars on various media tools directed to the private and/or public sector in Costa Rica, at least once per year and a maximum of 3 times per year. The agency staff's time must be included in the fee, but the costs will be paid as a supplement from the meeting budget line, etc.	INCLUDED		
22	Meeting with the advertising agency contracted, at least once per quarter. These meetings will alternate continuously between Costa Rica and the agency's office. A visit by key staff of the agency to Costa Rica is required once per year, at minimum. The cost of transportation to these events will be borne by ICT, in accordance with the travel expense tables recognized in the Institution and in compliance with the corresponding requirements and administrative procedures; however, the time of the agency staff must be included in the fee.	INCLUDED		
	• The Account Director (when required and agreed to by both parties)			
	• The Account Executive			
	• The Strategic Planner (when required and agreed to by both parties)			
	• The Media Executive			
	• The Media Director, should the Media Executive not be able to attend, or if their presence is necessary.			
	• The Creativity Executive and the Creativity Director, should the Creativity Executive not be able to attend, or if their presence is necessary.			

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23	Carry out trips to Costa Rica for meetings and product awareness, at least 2 weeks/16 days.	INCLUDED		
24	A report that details all of the subjects covered and agreements made, as well as pending tasks, implementation timeframes, and persons responsible, following each meeting, both in the offices of the agency as well as at ICT.	INCLUDED		
25	Reviewing sponsorship proposals, at least 6 per year.	INCLUDED		
26	General coordination, supervision and contracting payments for market studies and research.	INCLUDED		
27	Administrative billing process: review of invoices from the agency, from media, summary charts, credits or debits in favor (yet to be applied), summary chard of payments per provider, delivery notes of providers' invoices, among others.	INCLUDED		
	Attending to general providers sent by ICT or who reach out to the agency at the Institute's reference.	INCLUDED		
	Weekly or bimonthly status meeting (to be defined with the Institute).	INCLUDED		
	Cost of telephone calls or the use of technology for staying in touch with the Institute.	INCLUDED		
	Attending to audit issues both done internally by ICT as well as of the agency.	INCLUDED		
	Negotiations of special projects: costs, definition of reach, etc.	INCLUDED		
	Possible additional charges	**Estimated costs If it can be allocated, or else, cost per hour.**		
a)	CRM or other actions promoting Costa Rica as a tourist destination			
b)	Purchase and production of photos			
c)	Purchase and/or filming of videos			
d)	Supervision of filming or purchase of videos			
e)	Scoutings			
f)	Copies of footage and material in video or other formats			
g)	Production of multimedia materials for various audiences			
h)	Design of 720x60 Internet banners			
i)	Conceptualization and design of websites.			
j)	Analysis of current sites			
k)	Production of HTML and animations			
l)	Printing of all kinds of materials			
j)	Translations			
k)	List of direct mail/e-mail providers			
m)	Hiring of TV directors			
n)	Directly sending marketing			
o)	Market research: focus groups, interviews, questionnaires, etc.			
p)	Presentation of results or proposals for research studies			
q)	Musical production and/or purchase of music			
r)	Editing			
s)	Illustrations			
t)	Digital production (3D casting, mobile platforms, Facebook apps, complex interactive games)			
u)	Production of direct mailings (list, filling out)			
v)	Outdoors production (printing, illustration and photography)			
x)	Construction of a digital dashboard to assist with analytics			
y)	Dubbing			
z)	Shipping by courier			
aa)	Facilitating the safekeeping and distribution of materials in various cities in the United States.			
bb)	Supervision of photo sessions, or filming, of projects not contracted by the agency.			

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* These are understood to be estimated costs, and each time these kinds of projects are carried out, they will be quoted beforehand; however, this table will serve as a base.

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