

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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant MMGY Global, LLC	2. Registration Number 6492
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3. Primary Address of Registrant  
 7309 W. 80th Street, #400, Overland Park, KS 66204

4. Name of Foreign Principal ALLIANCE DE L'INDUSTRIE TOURISTIQUE DU QUÉBEC	5. Address of Foreign Principal 1575 Boulevard de l'Avenir, Suite 330 Laval, Quebec CANADA H7S 2N5
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6. Country/Region Represented  
 CANADA

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
 Tourism Branch

b) Name and title of official with whom registrant engages  
 Martin Soucy, CEO

<sup>1</sup> "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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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. 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.

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**EXECUTION**

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

Date	Printed Name	Signature
02/16/2023	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>.

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

1. Name of Registrant  
MMGY Global, LLC

2. Registration Number  
6492

3. Name of Foreign Principal  
ALLIANCE DE L'INDUSTRIE TOURISTIQUE DU QUÉBEC

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/20/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide promotion and marketing services to promote Quebec as a tourist destination to international markets.

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

Provide promotion and marketing services to promote Quebec as a tourist destination to international markets.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

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

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies or things of value in connection with activity on behalf of the foreign principal or transmitted monies or things of value on behalf of the foreign principal or transmitted monies or things of value to the foreign principal?

Yes  No

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

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

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


**EXECUTION**

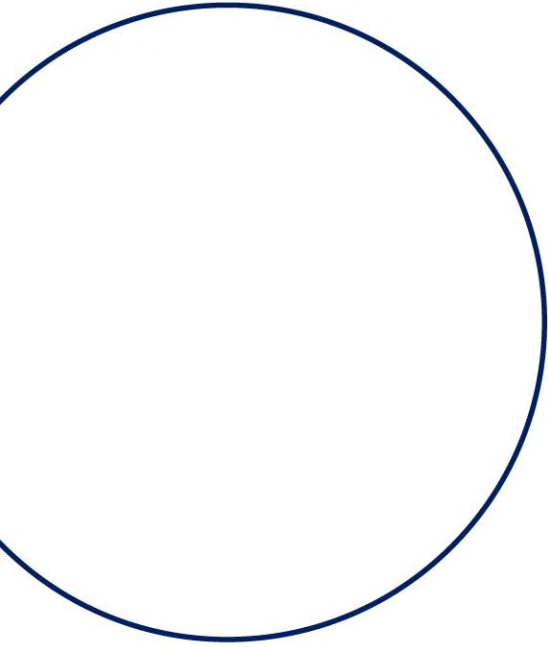
In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended,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

Date	Printed Name	Signature
02/16/2023	Misti Borchers	/s/Misti Borchers
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXECUTION**

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

Date	Printed Name	Signature
02/16/2023	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



## Services Agreement

between  
Alliance de l'industrie touristique du Québec  
and  
Wagstaff



**BETWEEN:** **ALLIANCE DE L'INDUSTRIE TOURISTIQUE DU QUÉBEC**, a legal person legally constituted, having its head office at 1575, boulevard de l'Avenir, suite 330, Laval (Québec) H7S 2N5, whose signatory, Martin Soucy, CEO, is duly authorised.

hereinafter, "The Alliance"

**AND:** Wagstaff, a legal person legally constituted, having its head office at 7309 W. 80th Street Overland Park, KS 66204, whose signatory, Hugh McConnell, CFO, is duly authorized.

hereinafter, the "Provider";

hereinafter, collectively referred to as the "Parties".

### PREAMBLE

**WHEREAS** The Alliance brings together, coordinates and represents businesses and associations in the tourism sector to boost the industry's performance while supporting and participating in the development of Quebec's tourism offer and marketing;

WHEREAS by virtue of agreements entered in the context of this mission, the Minister of Tourism (hereinafter the "Minister") entrusts the Alliance with the planning and direction of marketing activities for Quebec as a tourist destination and, to this end, without limiting the generality of the foregoing, the mandate of the Alliance is to

- Carry out the promotion and marketing of Quebec as a tourist destination;
- Promote Quebec as a tourist destination on the Quebec and international markets;
- To ensure the deployment of Quebec's tourism signature, in this case, the "Bonjour Québec" brand;

**WHEREAS** The Alliance wishes to use the Provider's services in the context of entrusting it with a mandate to carry out a project (hereinafter referred to as the "Contract"), this project being more fully described in Appendix A to this Services Contract (hereinafter, the "Contract");

**WHEREAS** the Provider is a fully integrated agency, covering a variety of disciplines, from visual identity and brand storytelling to media and influencer relations, strategic partnerships, digital and social media campaigns, paid media buys, and professional education and engagement specifically tailored to the large global hospitality industry;

**WHEREAS**, the Alliance has issued an Invitation to tender #2223-007 for the United States Press Agency;



**WHEREAS**, the Alliance retains the services of the Provider to carry out the representation and media relations project in the United States, specifically in the Mid-Atlantic, New England, West Central, West Coast and Southern regions.

**WHEREAS**, the Provider has duly responded to the invitation to tender by submitting a proposal document and has duly complied with the entire selection process;

**WHEREAS** the Provider declares that it has the necessary skills to carry out the Contract and agrees to carry it out according to the terms and conditions set out in the Contract;

**WHEREAS** the Parties wish to set forth their agreement in writing.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. PREAMBLE**

The preamble is a part of this Contract.

**2. OBJECT**

**2.1. Services**

The Alliance shall retain the services of the Provider on a non-exclusive basis to carry out the Contract determined by The Alliance in accordance with the specifications set forth in Appendix A and subject to the terms and conditions of the Contract. The Provider may engage the services of third parties or subcontractors in accordance with Section 14 of the Contract to perform certain tasks but shall remain the project manager in control of such tasks.

**2.2. Duration of the Contract**

The term of the Contract shall begin on January 20th, 2023 notwithstanding the date of execution of the Contract and shall end on or before December 31, 2025, if all obligations of the Parties have been fully performed. The Alliance reserves the right to renew this Contract under the same conditions for two additional and successive periods of one year (hence, up until December 31st, 2027). Renewal takes place by operation of law unless one of the parties notifies the other in writing of its intention not to renew it. This written notice must be sent, by registered mail, no later than 30 days before the date of the end of the Contract.

**3. COUNTERPART**

**3.1. Price of Services**

In consideration of the provision of the Services based on Appendix A, The Alliance shall pay the Provider a yearly retainer fee of a maximum of two hundred sixty-four thousand United States dollars (\$264 000.00 \$ USD) for its entire execution, excluding any other fees, costs or expenses whatsoever, excluding also all applicable taxes, and in accordance with the terms and conditions set forth in Appendix B to to the Contract.

**3.2. Billing Address**

All invoicing by the Provider shall be done in accordance with the terms and conditions set forth in Appendix B and shall be sent to The Alliance at the street or e-mail address of the person in charge for The Alliance.

**4. PERSON IN CHARGE FOR THE ALLIANCE**

Responsibility for conducting the Contract for The Alliance is assigned to

Name: Marie-Hélène Hudon

Title: Director, business development – trade & PR

Street Address: 1575 boul. De l’Avenir, suite 330, Laval, QC, H7S 2N5

Telephone number: 450 686 8358 ext. 147

E-mail address: mhhudon@alliancetouristique.com

**5. GENERAL OBLIGATIONS OF THE ALLIANCE**

Without limiting or restricting any other obligation imposed upon it under the Contract or by law, The Alliance agrees to:

- a) Provide information necessary or useful for executing the Contract; this being subject, however, to The Alliance’s compliance with the legal, regulatory and contractual constraints and limitations to which The Alliance is subject;
- b) Provide its support and cooperation to ensure the complete and faithful execution of the Contract;
- c) Where applicable and unless there is a compelling reason to withhold it, diligently provide the Provider with its approval of the work performed on the project identified in the Contract;
- d) In the event that the person in charge for The Alliance ceases to hold office or for any reason whatsoever is no longer able to perform their duties, proceed diligently to appoint their successor and so notify the Provider in writing.

**6. GENERAL OBLIGATIONS OF THE PROVIDER**

Without limiting or restricting any other obligation imposed on the Provider under this Contract or by law, the Provider covenants to The Alliance to:

- a) Allocate the resources listed in Appendix B and to maintain a facility in the New York metropolitan area for the performance of the Contract.
- b) Not to replace the Project Manager or the resources listed on Appendix B without the prior written approval of the Alliance. Resumes for the listed or additional resources will also be provided to the Alliance.



- c) Act in a professional manner, in the best interest of The Alliance, with due care and diligence and in accordance with good practice and ensure that the services provided are in accordance with the terms of the Contract;
- d) To disclose to Alliance any project involving representation of any Canadian tourism destination, or Canadian tourism products or experiences, or products to consumers residing in the United States for which Provider is providing or anticipates providing services at the time of signing this agreement. To further warrant that Provider's team working on the Bonjour Quebec account shall not carry out any Project representation deemed a conflict of interest by the client, and to further warrant that Provider has appropriate safeguards in place to ensure that only approved Provider employees can access the Alliance confidential business information and intellectual property.
- e) Resumes for listed or additional resources will also be provided to the Alliance.
- f) Not directly or indirectly harm or damage The Alliance's image, brand or reputation;
- g) Maintain a polished public image and behave in a way that respects laws and social norms;
- h) Use its best efforts and resources to ensure the proper execution of the Contract and cooperate actively and closely with The Alliance's employees, agents and representatives as well as with any other provider or stakeholder involved in the proper conduct of the Contract;
- i) Report, when requested to do so by The Alliance, on the progress of the work and services rendered so far and provide access at all reasonable times to any premises and any document of any nature related to the Contract to any person mandated by The Alliance to examine, verify or obtain a copy thereof;
- j) Promptly inform The Alliance if, for any reason whatsoever, it is no longer able to perform the obligations or assume the responsibilities of the Contract;
- k) Pay all federal and local taxes and/or levies that may be attributable to it.

## 7. MATERIAL PROPERTY AND COPYRIGHT

### 7.1. Physical Property

The physical property means the Provider's image, statements, slogans, online publications related to the production of the content and any other material created, designed, produced or provided in connection with the Contract (collectively, the "Materials")

The work and Material developed in the course of Provider's services under the Contract shall be the sole and exclusive property of the Alliance and may be disposed of at its discretion.

## 7.2. Copyright

### 7.2.1. License

The Provider grants to the Alliance a royalty-free, non-exclusive license to reproduce, publish the Material and communicate it to the public by any means, with credit to the Provider.

This license allows the granting of a sub-license to the Quebec Ministry of Tourism. It is granted without territorial or time limits.

### 7.2.2. Moral Rights

The Provider waives any moral rights it has or may have in the Material in favour of The Alliance and its partners, including the Ministère du Tourisme du Québec. It is understood that the Material may remain indefinitely on the website and social media accounts of The Alliance and its partners even after the end of the Contract.

If applicable, the Provider undertakes to obtain from the author of any promotional, marketing or canvassing content produced under the Contract, in favour of The Alliance, a waiver of the exercise of its moral rights of attribution and its moral rights to the integrity of its work in accordance with section 14.1(2) of the Copyright Act (RCL 1985, chapter C-42).

### 7.2.3. Warranties

The Provider warrants to The Alliance that it complies with the Copyright Act (R.S. 1985, c. C-42) and that it has all the rights to carry out the Contract, including the right to grant the exclusive ownership of the Material created under this Contract and warrants to The Alliance that it shall not be liable to any person for any claim, demand, suit or proceeding made by any person in relation to the subject matter of such warranties.

The Provider agrees to indemnify and hold harmless The Alliance from and against all claims, demands, suits and proceedings by any person in connection with the subject matter of these warranties.

### 7.2.4 Disclosure

The Provider agrees to disclose the business relationship with the Alliance in any publication, on any platform and network, in accordance with customary practices and in compliance with applicable regulations, including, but not limited to, disclosure rules regarding influencer marketing Act.

## 8. DATA SHARING

All data collected by the Provider under the Contract shall be shared with The Alliance free of any rights and obligations other than those defined by the laws and regulations in force. The data may be reused for any lawful purpose both by The Alliance and the Provider with the exception of data covered by confidentiality agreements with a third party, if applicable.

**9. PERSONAL INFORMATION**

The Parties acknowledge and agree that during the Contract, the Provider may have access to personal information in the custody or control of the Alliance. Personal Information is any information about an identifiable individual, including information that can be used alone or, with other information to identify, contact or locate a single individual (hereinafter: "Personal Information"). For the purposes hereof, Personal Information is Confidential Information and the Provider agrees to treat such information in accordance with the obligations described in Appendix C of this Contract. Without limiting the generality of the foregoing, the Provider, cumulatively agrees to:

- a) Maintain commercially reasonable security safeguards commensurate with the sensitivity of the Personal Information in the custody or control of the Alliance and to which it may have access in connection herewith, to ensure its integrity, availability and confidentiality;
- b) Complete and sign any document that the Alliance may reasonably require to comply with its legal or contractual obligations regarding the protection of Personal Information and privacy.

**10. CONFIDENTIALITY**

The Provider recognizes that certain information relating to the conduct of the Contract may be of considerable importance to The Alliance and that, in consequence, the confidentiality of such information must be adequately protected. Accordingly, the Provider undertakes to The Alliance to protect confidential information with diligence and to take all reasonable steps necessary for such protection as specified in Appendix C.

**11. DEFAULT**

If a party becomes aware that the other party is in default under the Contract, it shall notify the other party in writing of the default.

A party is in default when any of the following occurs:

- a) It fails to perform any of its obligations under the Contract;
- b) It makes a false statement, misrepresents, or gives misleading information to the other party; or
- c) It ceases, in any manner whatsoever, to operate.

**12. TERMINATION**

The Provider acknowledges that any criminal or penal charge or involvement in any controversy or scandal, may result in termination of the Contract, without notice, by the Alliance and at its discretion.

In the event provided for, in Section 11(a), the Party shall give notice of termination to the other party, which shall have thirty (30) days to cure the defaults set forth in the notice and so notify the other party, failing which the Contract shall be automatically terminated as of

the date of expiration of such period and the Parties shall be obligated to return within ten (10) days, any advances they may have received.

Such notice of default shall be equivalent to a formal notice of default.

In the cases provided for in Sections 11(b) and 11(c), the Contract shall be automatically terminated as of the date of receipt by the party of a notice to that effect from the other party and the Parties shall be obligated to return within ten (10) days, any advances they may have received.

**13. CONTRACT ASSIGNMENT**

The Alliance may assign or otherwise transfer this Contract, in whole or in part, without the prior consent of the Provider.

The Provider agrees not to assign, sell, transfer or convey, in whole or in part, the rights and obligations contained in this Contract without the prior written consent of the Alliance.

**14. SUBCONTRACTING**

In connection with the Contract, and in accordance with the Appendix A, the Service Provider may engage third parties to perform the Contract in whole or in part, provided that such third parties are clearly identified in Appendix A. The Service Provider may engage any other third party only with the prior written approval of the Alliance and subject to the absence of conflicts of interest with the legitimate interests of the Alliance. In all cases, each subcontractor shall provide a written commitment to comply with the applicable provisions of the Contract, including confidentiality and copyright obligations. Each such written undertaking shall be provided to the Alliance by the Contractor. The Provider and any subcontractor shall be jointly and severally liable for all authorized subcontracting activities in connection with the performance of the Services, and all Services performed by an authorized subcontractor shall comply with the terms of the Contract.

**15. INSURANCES**

The Provider agrees to indemnify and hold harmless the Alliance, its directors, officers, agents, representatives, officers, employees, and related persons from any third party claim arising out of any act or omission of the Provider or of any of its partners, shareholders, directors, officers, agents, representatives, officers, employees and related persons or its subcontractors, if any that may arise in the course of or in connection with the performance of the Contract. To this end, the Provider shall, at any time, provide The Alliance with proof of its professional liability insurance coverage of any damages that may arise in the course of the performance of the Contract.

To this end, the Provider shall provide the Alliance with proof of appropriate and sufficient professional liability insurance to cover any damages that may occur in the course of providing the services including those caused by its subcontractors.

**16. RELATIONS BETWEEN THE PARTIES**

The provisions of the Contract shall not be construed as creating an employment contract or any form of partnership, corporation or joint venture between the Parties. Further, neither Party shall be bound in any manner to any person other than in accordance with the provisions of the Contract. The Parties warrant to each other that they have the right and full authority to enter into this Contract and to perform their obligations, that this Contract does not and will not conflict with any other Contract to which they are a party that binds them. The Parties agree to remain in compliance with all applicable local, state and federal laws and regulations in connection with the performance of its obligations hereunder.

**17. CONFLICT OF INTERESTS**

At all times, the Provider shall avoid any situation that would conflict with the interest of the Alliance, its employees or subcontractors, and shall take all reasonable steps to avoid any such conflict with the interest of the Alliance. If such a situation arises or is likely to arise, the Provider shall promptly notify the Alliance and the Alliance may, in its sole and absolute discretion, issue a directive to the Provider on how to remedy such conflict of interest (actual or potential) or terminate the Contract pursuant to Section 12 hereof.

**18. SURVIVAL OF CERTAIN PROVISIONS**

Sections 7.2, 8, 9, 10 and Appendix C of this Contract shall survive the termination or expiration of this Contract, as well as any other provisions that by their subject matter must survive such expiration or termination.

**19. GENERAL AND INTERPRETATIVE PROVISIONS**

**Force majeure**

Neither Party shall be considered in default under the Contract if the performance of its obligations, in whole or in part, is delayed or prevented by a situation of force majeure. Force majeure is, as defined in Article 1470 of the Civil Code of Quebec, an unforeseeable and irresistible external event that makes it impossible to perform an obligation.

**Appendix**

Any appendix to the Contract is a part of the Contract. In the event of any inconsistency between the appendix and the Contract, the latter shall prevail.

**Applicable laws**

The Contract shall be interpreted in accordance with the laws in force in the Province of Quebec and the laws of Canada applicable therein without regard to conflict of laws rules.

**Election of domicile**

The Parties agree to elect domicile in the judicial district of Laval, Province of Quebec, and choose this district as the appropriate one for the hearing of any action that may arise from the Contract.

**Changes to the Contract**

All changes to the Contract must be in writing and signed by the Parties.

**Headings**

The headings of the Contract are chosen for convenience only and shall not be used to interpret any provision of the Contract.

**Gender and Number**

Any use of the masculine gender in the Contract shall include the feminine and vice versa and except where meaning so indicates the use of the singular number shall include the plural and vice versa.

**Independence of provisions**

The illegality or invalidity of any section, subsection or provision (or part thereof) shall not in any way affect the legality of any other section, subsection or provision of the Contract or the remainder of such section, subsection, or provision unless the contrary intention is apparent from or derived from the text.

**Continuation of Rights**

The failure of a party to exercise any of its rights under the Contract shall not be construed as a waiver of such right or any other right provided for herein.

**Precedence**



This Contract represents a full and complete reproduction of the agreement entered into by the Parties and excludes any agreement made or discussion held prior to its execution.

**Acknowledgement**

The Parties acknowledge that:

- a) This Contract has been the subject of prior negotiations between the Parties.
- b) This Contract truly and completely reflects the agreement of the parties.
- c) There has been no difficulty understanding any or all of the provisions of this Contract.

**IN WITNESS WHEREOF, the Parties have executed this Contract.**

L'ALLIANCE DE L'INDUSTRIE TOURISTIQUE	WAGSTAFF
À <u>Quebec</u> , le <u>Feb 13, 2023</u>	À <u>CFO</u> , le <u>Feb 7, 2023</u>
	 <a href="#">Hugh McConnell (Feb 7, 2023 12:30 CST)</a>
Martin Soucy Président-directeur-général (CEO)	Hugh McConnell, CFO

**APPENDIX A  
(DESCRIPTION OF SERVICES)**

**PROVIDER'S INFORMATIONS**

Provider's name:	Wagstaff
Provider's details informations	Name: Hugh McConnell Title: CFO Street Address: 7309 W. 80th St. Overland Park, KS 66204 Telephone number: 1+ 816-300-5175 E-mail address: hmconnell@mmgyglobal.com

**PROJECT INFORMATIONS**

Project title:	Professional Fees for in-market Bonjour Québec's representation and PR activities in the US market
Project goals :	Represent Quebec's destination in the US market and position the destination as a world-class touristic destination with press relations activities
Service provider's tasks:	<p><b>Representation and strategic planning</b></p> <ul style="list-style-type: none"> <li>○ Act as the Alliance's representative in the targeted territories in the US market.</li> <li>○ Propose an original and appropriate media relations plan, specific to the market, which will be translated into annual operation plan according to the guidelines provided by the Alliance and in accordance with the allocated operational budget.</li> <li>○ Carry out the activities outlined in the operations plan.</li> <li>○ In this context, the provider agrees to provide the Alliance with professional press relations services, including but not limited to: <ul style="list-style-type: none"> <li>○ Ensure a regular media presence in the market;</li> <li>○ Conduct media outreach activities to increase awareness of the destination.</li> <li>○ Register and participate in media events listed in the operation plan for the targeted territories.</li> <li>○ Initiate press trips to Quebec or other activities to promote tourism experiences and regions. The logistics of press tours in Quebec will be handled by the Alliance' staff.</li> <li>○ Be available to accompany certain group press trips throughout the duration of the Contract.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Advise the representatives of the Quebec tourism industry (regional and sectorial partners) and accompany them in territory when deemed relevant in promotional actions with the media.</li> </ul> <p><b>Press relations:</b></p> <ul style="list-style-type: none"> <li>○ Propose a media relations plan that defines the orientations retained for the year, in terms of choice of media, angles of coverage and tourism experiences, new products, regions, seasons in line with the specific market strategy, likely to have the best impact for Quebec.</li> <li>○ Generate all kind of content on the destination.</li> <li>○ Develop an editorial calendar and create monthly newsletters and press releases for distribution to media representatives throughout the term of the Contract.</li> </ul> <p><b>Market intelligence and consulting :</b></p> <ul style="list-style-type: none"> <li>○ Advise the Alliance on the most relevant and innovative ways to promote Quebec and its tourism experiences through media relations.</li> <li>○ Analyze the media projects proposed to the Alliance and propose steps to follow to deliver the projects.</li> </ul> <p><b>Institutional relations</b></p> <ul style="list-style-type: none"> <li>○ Maintain close working relationships and identify opportunities for collaboration with representatives of Destination Canada and key partners in the Quebec tourism industry in the targeted territories.</li> <li>○ Within the framework of relations with the Ministère des Relations internationales et de la Francophonie (MRIF) and the Réseau de représentations du Québec à l'étranger, as well as with the Secrétariat du Québec aux relations canadiennes (SQRC) and its network in Canada, refer to the Minister any request for joint action or participation in activities carried out by the MRIF, the SQRC and/or their delegations in the targeted territories, with the exception of highly targeted promotional activities. More specifically, any institutional request (requests for statistical data, activities carried out in the context of missions by the Premier or other Quebec government ministers, activities that may be part of government partnership agreements,</li> </ul>
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	<p>interviews conducted by Quebec government delegates, etc.) must be relayed to the Minister. Ad hoc proposals, such as advertising in a magazine about Quebec, the Alliance' participation in Quebec National Day celebrations outside Quebec and other non-institutional activities, will be handled by the Alliance, with the Destination Québec office working with the market manager. If there is any hesitation as to the nature of the activity, the market manager may check with the Alliance's Director of Business Development</p> <ul style="list-style-type: none"> <li>○ Collaborate in the organization of Alliance/ Bonjour Quebec activities in the territory. When Alliance activities are consistent with the Project, the Provider's involvement will be the same as for an activity in the Operations Plan and these activities will be considered part of the service provider's mandate.</li> <li>○ Agency to recommend which media associations and memberships will be of benefit to client</li> </ul> <p><b>Reports and other obligations</b></p> <ul style="list-style-type: none"> <li>○ Write an evaluation report for each of the activities carried out in the territory as well as a quarterly activity report in accordance with the Alliance's guidelines and meticulously update the dashboard for daily monitoring of the various activities underway.</li> <li>○ Agency to provide monthly reports on media engagement including names, outlets, and activities. Personal data of media contacts not applicable for reasons of privacy.</li> <li>○ Maintain the expenses and produce monthly a report of the expenses for the activities carried out in the territory.</li> <li>○ Respond to media requests for information and documentation.</li> <li>○ Plan and supervise the documentation needs of the local tourism industry, tourism writers, Destination Canada and Quebec's foreign representations and ensure monthly inventory management.</li> <li>○ Travel to Quebec or Canada, at his/her own expense, a maximum of two times a year to meet with the Alliance or to participate in activities at its request.</li> </ul>
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	<ul style="list-style-type: none"> <li>○ Travel within the territory to carry out the activities provided for in the mandate. Travel for exceptional activities not provided for in the Operational Plan or required at the specific request of the Alliance will be at the Alliance's expense.</li> </ul> <p><b>Travel Trade mandate – optional and based on demand and opportunities</b></p> <ul style="list-style-type: none"> <li>○ Collaborate with the Alliance in identifying key US-based players in the travel trade industry who could be invited in the Bonjour Quebec trade events in the US.</li> <li>○ Perform any other related duties as specifically requested by the Alliance</li> </ul>
Partners (if any):	
Location(s) of services	<p>United States of America</p> <ul style="list-style-type: none"> <li>- New York City (main team and office)</li> <li>- Los Angeles</li> </ul>

## I- HIGH LEVEL SCOPE OF WORK – 2023-2024

<b>PR service</b>	<b>Description</b>
Press relations	Proactive/reactive media relations, responding to image/fact-checking requests, distributing relevant press releases, media briefings, etc.
Media Newsletters	Creation of editorial calendar, research, writing and dissemination of 6-8 newsletters per year (distributed to media)
Individual press tours	Approx 15-20 individual press tours per year (includes TV projects)
Group press tours 16 hours per group press	2 group press tours per year (3 – 5 medias on each) – summer & winter
Press tour hosting	1 -2 press tour per year
Influencer partnerships	3 – 5 partnerships per year
Content Partnerships	2 partnerships per year
Media show representation (i.e. Travel Classics, IMM)	3 media shows per year
Strategic planning, account Administration and reporting	Strategic planning session, weekly client calls, bi-weekly clipping reporting, research, meetings with regional partners, quaterly reports, annual report, etc.
Press event <i>(to be discussed... at the moment, not in the plan)</i>	Bonjour Québec signature event

## II- 2023-2024 Operational plan &amp; operational budget

Channel	Deliverable	Budget
B2M	<b>Media Marketplace Participation</b> <i>Travel Classics</i> <i>IMM</i> <i>SATW</i> <i>Destination Canada Media Events</i>	<b>66 000 CAD</b>
	<b>Content partnerships</b>	<b>75 000 CAD</b>
	<b>Press Trips and Filming</b> <i>15 – 20 trips</i>	<b>90 000 CAD</b>
	<b>Group press trips</b> <i>2 times: one in summer/one in winter</i>	<b>20 000 CAD</b>
	<b>Content Creator Trips</b> <i>3 influencers/ 1 group trips (tbc)</i>	<b>50 000 CAD</b>
	<b>Burelles</b> <i>TBC, do we need/want to keep it?</i>	<b>12 000 CAD</b>
	<b>Bonjour Québec Events</b> <i>Focus on bigger events instead ? Ex: Travel Classics</i>	<b>100 000 CAD</b>
	<b>Total USA</b>	<b>423 000 CAD</b>

The distribution of the budget shown in the table above may be adjusted as necessary, and subject to the prior written approval of the Alliance.

In addition to the operational budget shown in the table above, a potential additional budget of \$300 000 CAD could be allocated for up to 1-2 special projects. This amount should be used for high impact, high return media projects (broadcast projects or integrated 360° projects), with additional contribution from tourism industry partners (collective projects). Furthermore, the additional budget could be up to \$600,000 conditional on the Alliance partners agreeing to contribute to the project. Therefore, if the Provider proposes such a project to the Alliance, it will need to work together to put together a financing package.

**APPENDIX B  
FEES & TERMS OF PAYMENT**

**I- Staffing plan & fees (% FTE) - Wagstaff**

January – December 2023									
	# hours/ month	%	# hour	Hourlyrate (CAD)	Monthly Cost (CAD)	Hourly rate (USD)	Monthly Cost (USD)		
Lindsay	160	15%	24	230	5520	\$171.64	\$4,119.40		
Caitlin Perry	160	25%	40	150	6000	\$111.94	\$4,477.61		
Sophia	160	20%	32	130	4160	\$97.01	\$3,104.48		
Ernst/Maite	160	25%	40	350	14000	\$261.19	\$10,447.76		
Admin support					0				
<b>TOTAL Fees/month</b>			136		<b>\$29,680.00</b>		<b>\$22,149.25</b>		
TOTAL Fees/annual					<b>\$356,160.00</b>		<b>USD \$264,825.62</b>		
						exchangerate:	1.34		

**II- Other Fees**

The Alliance shall reimburse the Provider for actual expenses paid by the Provider, without commission or markup, for marketing activities performed and upon presentation of supporting documentation. All expenses must be authorized in advance by the Alliance representative.

Travel costs to the Mid-Atlantic, New England, and California, as well as research, communication and other expenses related to this Agreement are included in the price set forth in Section 3.1 of the Agreement. Travel expenses outside the Mid-Atlantic and New England and California relating to this Agreement shall be subject to prior approval by The Alliance. Failure to do so shall be at the sole expense of the Provider.

**III- Payment terms and conditions**

1. As set forth in Section 3 of this Contract, the Alliance agrees to pay to the Provider, in accordance with the terms and conditions set forth below, a financial consideration subject to the Provider's effectively performing its duties under this Agreement.
2. The Alliance agrees to pay the Provider the amount of the yearly retainer fee according to the following schedule:
  - A first payment of 50 % of the the amount upon the signature of the Agreement, and the date of the closing agreement for following years;
  - A second payment of 40 % in the spring, following the submission of the first 6-month plan of activities & reports accompanied by a list of key actions to be completed during the remainder of the year 2023-2024 in preparation for the operations' plan;
  - A third payment of 10 % in December, before December 31<sup>st</sup> 2023.

3. All payments shall be preceded by the Provider's presenting an invoice that clearly indicates steps taken, fees charged, and a total amount claimed. Invoices shall be submitted and be paid within thirty (30) days of receipt.
  
4. In the case of a project requiring significant out-of-pocket expenses on the part of the Provider, The Alliance shall agree, upon written agreement, to prepay a portion of the total amount to be provided for such project.



**APPENDIX C  
(PRIVACY AND NON-DISCLOSURE)**

**1. DEFINITIONS**

"Confidential Information" means all information communicated between the Parties, whether or not identified as confidential and regardless of the form and means used to communicate such information to Provider, relating or potentially relating to the Contract, intellectual property rights, specifications, standards, products, drawings, plans, patterns, specifications, products, drawings, plans, patterns, models, prototypes, results, texts, notes, memoranda, reports, compilations, programs, files, methods, product ideas, technical documents, marketing plans, pricing information, financial data, information on current, past and prospective suppliers, customers, and contracts, and any information relating to the Parties' business.

**2. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

The Parties agree to protect the Confidential Information with due diligence and to take all reasonable steps necessary for such protection. Without limiting the foregoing, the Parties agree to keep the Confidential Information secret, not to copy or otherwise reproduce it and not to disclose or make it available to any third party, in whole or in part, except to directors, officers, employees, and consultants of the Parties who require it for the purpose of performing the Contract, who shall be bound by confidentiality obligations at least as stringent as those set forth in this Contract.

**3. COMMITMENT OF NON-USE**

The Parties agree to use the Confidential Information only for the purposes of the Contract and will not use the Confidential Information for any other purpose without the prior express written consent of the other Party. Without limiting the foregoing, The Parties shall not use the Confidential Information or modify it for the purpose of designing or creating any other product, technology or information. The Parties will not use any of the Confidential Information to compete with each other or in any way that may be detrimental to the Parties and will not permit any third party to do any of the foregoing.

**4. OWNERSHIP OF CONFIDENTIAL INFORMATION AND ASSIGNMENT**

At no time and under no circumstances shall this Contract be construed as granting any license, right or interest to the other party with respect to the Confidential Information relating to the Contract.

**5. EXCEPTIONS**

This Contract does not cover, nor does it prevent the Parties from using or disclosing, Confidential Information (i) the disclosure of which is required by law, provided that, if applicable, the Parties shall promptly notify each other of such requirement so that either Party may seek the appropriate protective order; (ii) which is or becomes in the public domain other than by reason of the breach of this Contract; (iii) which is already in the possession of the Provider at the time of disclosure by the Alliance to the Provider, provided that such possession is documented by



written evidence and the Provider has no confidentiality obligation in favor of third parties with respect to such Confidential Information; or (iv) the use or disclosure of which is approved by express written authorization of the Alliance. If there is any uncertainty as to the confidentiality of any information that the Service Provider proposes to use or disclose, the Service Provider shall consult with and seek the consent of the Alliance prior to such use or disclosure.

## **6. RETURN OF CONFIDENTIAL INFORMATION**

The Parties agree to return or destroy upon request and at their sole discretion within ten (10) days of a written request, all documents or other materials representing or constituting Confidential Information received and collected under this Contract, without retaining any copies of such Confidential Information. The Parties further agree to attach to the returned Confidential Information a confirmation that such Confidential Information constitutes all information received and collected under this Contract.

## **7. TERM**

The obligations of the Parties under this Contract with respect to the confidentiality, use, disclosure, and return of Confidential Information shall survive the expiration or termination of this Contract for so long as the Confidential Information remains secret and confidential.

