

20<sup>th</sup> March 2019

Orlando / Orange County Convention & Visitors Bureau, Inc.  
6277 Sea Harbor Drive Ste 400  
32821 Orlando, Florida  
United States of America

Attention: Danielle Hollander

Dear Danielle,

I am writing to confirm our agreement to vary the terms of our current agreement, as set out in the letter of appointment between us dated 14<sup>th</sup> January 2018 ("Agreement"). Terms and expressions which are defined in the Agreement have the same meanings where used in this letter.

2 TERM OF AGREEMENT

The term of the Agreement shall now continue until 31st December 2019, with an option of a further extension for a period of 1 (one) year to 31st December 2020, subject to prior agreement by both parties in writing on or before 30th September 2019.

4 REMUNERATION

a. By way of remuneration for making our services available to Visit Orlando, we will be entitled to 6.0% (six percent) of the gross cost of Visit Orlando's media expenditure on advertising placed by us (the gross cost thereof being the amount charged to us by the media supplier before deduction of the agency commission).

i. The remuneration will be billed monthly as a fee, based on the annualized 2019 estimated media spend

Gross Media Cost	\$	4,279,121	
Client Rebate	9% \$	385,121	
Client Cost	\$	3,894,000	
Annualized Agency Fee	6% \$	256,747	
Annualized Retainer Fee	5.50% \$	235,352	
Performance Fee	0.50% \$	21,396	(to be invoiced at y/end
<b>Total Fees</b>	<b>\$</b>	<b>256,747</b>	
Monthly Fee	\$	19,613	

- ii. The actual remuneration and performance related fees payable will be reconciled on the actual 2019 spend media and KPIs agreed in clause 4.2, and a further fee invoice or refund will be issued by us by the last working day of 2019.
- b. A performance related reward fee (PRF) will be agreed based on All Response Media's achievement of the quantitative metrics (KPI's) for the year ended 31st December 2019.

The total possible PRF will be 0.5% of Visit Orlando's 2019 gross media expenditure. For each KPI listed below that All Response Media fully achieves, Visit Orlando will pay All Response Media the corresponding PRF.

KPI	PRF
Exceed 1.9 million in web sessions	0.125%
Deliver a television broadcast promotion that meets all of our criteria and budget	0.125%
Increase Intent to Visit to 24% with a spread of 14 points	.0125%
Exceed 684 million in planned impressions	.0125%

The exact KPI metrics will be agreed to in writing by All Response Media and Visit Orlando by 30th April 2019.

All Response Media acknowledges and agrees that Visit Orlando, in its sole discretion, may elect to discontinue receiving ad-serving services through All Response Media. Upon such notice from Visit Orlando, All Response Media will cease providing ad-serving services and will cease charging Visit Orlando any ad-serving or associated fees.

Please could you confirm your agreement to the above by signing and returning the attached copy of this letter.

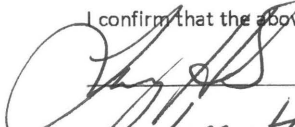
Yours faithfully



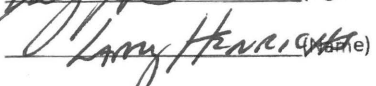

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Colin Gillespie  
 Chief Strategy Officer  
 for and on behalf of  
 All Response Media Limited

I confirm that the above sets out the agreement between us



\_\_\_\_\_ (Signature of authorised signatory)



\_\_\_\_\_ (Name)

Authorised Signatory  
 for and on behalf of  
 Orlando / Orange County Convention & Visitors Bureau, Inc.

This the \_\_\_\_\_ day of \_\_\_\_\_ 2019