

VISIT ORLANDO GENERAL TERMS & CONDITIONS

- 1. Applicability.** The 4media Group campaign quote attached as Exhibit A (“**Offer**”) is an offer by **Orlando/Orange County Convention & Visitors Bureau, Inc. (“Visit Orlando”)** for the purchase of the services provided by All Global Media Ltd t/a 4media Group (“**Service Provider**”) in accordance with and subject to these **terms and conditions (these “Terms” together with the Offer, this “Agreement”)**. This Agreement constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Offer, these Terms shall govern. This Agreement is not effective until the Terms are signed by duly authorized representatives of both Visit Orlando and Service Provider. Upon execution, this Agreement will begin on March 13, 2019 and will terminate on April 12, 2019.
- 2. Services.** Service Provider shall provide the services to Visit Orlando as described in the Offer (the “**Services**”) in accordance with these Terms. Service Provider shall maintain all necessary licenses and consents, and comply with all relevant laws, applicable to the provision of the Services. Service Provider may not engage any subcontractors to provide Services to Visit Orlando without **Visit Orlando’s** prior written consent. Service Provider shall ensure that (i) all persons acting for or on behalf of the Service Provider are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services to perform the Services; and (ii) all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Visit Orlando.
- 3. Fees; Payment Terms; Set-off.** In consideration for the satisfactory provision of the Services by Service Provider, Visit Orlando agrees to pay the fees set forth in the Offer, which may be an estimate. In no event shall the total fees payable exceed the estimate without the prior written consent of Visit Orlando. Service Provider shall issue invoices to Visit Orlando and Visit Orlando shall pay all properly invoiced amounts due to Service Provider within 45 days after **Visit Orlando’s** receipt of such invoice, except for any amounts disputed by Visit Orlando in good faith. Without prejudice to any other right or remedy it may have, Visit Orlando may set off at any time any amount owing to it by Service Provider against any amount payable by Visit Orlando to Service Provider.
- 4. Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product and other materials that are delivered to Visit Orlando under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the “**Deliverables**”) shall be owned exclusively by Visit Orlando. Service Provider agrees and shall cause its employees and any permitted subcontractors (collectively, “**Service Provider Personnel**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a “work made for hire” for Visit Orlando. To the extent that any of the Deliverables do not constitute a “work made for hire,” Service Provider hereby irrevocably assigns, and shall cause the Service Provider Personnel to irrevocably assign to Visit Orlando, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Service Provider shall cause Service Provider Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Service Provider Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables.
- 5. Confidential Information.** All non-public, confidential or proprietary information of Visit Orlando, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to Visit Orlando’s **pricing and marketing (collectively, “Confidential Information”)**, disclosed by Visit Orlando to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, **designated or otherwise identified as “confidential,”** in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Service Provider without the prior written consent of Visit Orlando. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Service Provider at the time of disclosure; or (iii) rightfully obtained by Service Provider on a non-confidential basis from a third party. Service Provider shall use the

Confidential Information only for the purpose of providing Services under this Agreement. Visit Orlando shall be entitled to injunctive relief for any violation of this Section. Visit Orlando maintains the right, in its sole discretion, to release the terms of this Agreement (i) when prudent to do so in a response to a request for public records even **though Florida's Public Records Act does not apply to Visit Orlando; (ii) to Orange County, Florida which may** elect to disclose the terms of this Agreement in its discretion, or (ii) otherwise as it deems appropriate.

6. Representations and Warranties. Service Provider represents and warrants to Visit Orlando that (i) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; (ii) it is in compliance with, and shall perform the Services in compliance with, all applicable laws; and (iii) the Services will be in conformity in all respects with all requirements or specifications stated in this Agreement.

7. General Indemnification. Service Provider shall defend, indemnify and hold harmless Visit Orlando, its affiliates, successors or assigns and its and their respective directors, officers, shareholders and employees and Visit Orlando's **customers (collectively, "Indemnitees")** against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any **insurance providers (collectively, "Losses")** arising out of or related to the **Services or Service Provider's** negligence, willful misconduct or breach of this Agreement. Service Provider shall not enter into any settlement without Visit Orlando's or Indemnitee's prior written consent.

8. Limitation of Liability. **Visit Orlando's entire liability** under this Agreement for any cause whatsoever, regardless of the form of action (whether in contract, in tort, including negligence or otherwise) will be limited to general money damages actually incurred by Service Provider (and no other relief) and shall not include liability for any indirect, consequential, or special damages or lost or anticipated profits or benefits, irrespective of whether or not Visit Orlando has notice that such damages have accrued or might accrue.

9. Termination. Visit Orlando may terminate this Agreement with immediate effect upon written notice to Service Provider if Service Provider (i) has not performed or complied with any of the terms of this Agreement; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Visit Orlando may terminate this Agreement at any time without cause and without liability (except for payment for Services **satisfactorily rendered before the termination date**) by **providing at least 30 days' prior written notice to Service Provider.** In the event of any termination, Service Provider shall promptly refund to Visit Orlando any advance fees paid by Visit Orlando for Services not provided by the date of termination (on a pro-rata basis or as otherwise applicable).

10. Insurance. During the term of this Agreement, Service Provider shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000 and workers compensation insurance to the extent required by law. Upon Visit Orlando's request, Service Provider shall provide Visit Orlando with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Visit Orlando as an additional insured. Service Provider shall provide Visit Orlando with **30 days'** advance written notice in the event of a cancellation or material change in Service Provider's insurance policy. Except where prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against Visit Orlando's insurers and Visit Orlando.

11. General. No waiver by Visit Orlando of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Visit Orlando. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. Service Provider shall not use **Visit Orlando's** name, trademarks, logos, or other intellectual property (including in Service **Provider's customer** lists or any other Service Provider marketing materials) **without Visit Orlando's prior written permission in each instance. Such permission is in Visit Orlando's sole discretion and may be revoked at any time.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other

party in any manner whatsoever. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. Each party irrevocably submits to the exclusive jurisdiction of the federal or state courts in Orange County, Florida. The provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement. This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each party. By signing below, Visit Orlando and Service Provider each agree that it has carefully read and fully understood this agreement, and each agrees to be bound by terms of this agreement with each signatory representing and warranting he/she has authority to sign for and bind the indicated party.

Orlando/Orange County Convention & Visitors Bureau, Inc.

By: *Becca Bides*
By: Becca Bides (Mar 7, 2019)

Print Name: Becca Bides

Title: VP of Communications

Service Provider

By: *David Cotgreave*
By: David Cotgreave (Mar 6, 2019)

Print Name: David Cotgreave

Title: Chief Commercial Officer

EXHIBIT A

[If blank, see following page(s)]











Visit Orlando General Terms & Conditions for Approval

Final Audit Report

2019-03-07

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By:	Rachael Marshman (rachael.marshman@4media-group.com)
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