

**JOINT MARKETING AGREEMENT
BETWEEN
PRICETRAVEL HOLDING AND ORLANDO/ORANGE COUNTY CONVENTION AND VISITORS
BUREAU, INC. D/B/A VISIT ORLANDO**

This Joint Marketing Agreement ("Agreement") is entered into on July 6th, 2022 ("Effective Date") by and between Price Res, S.A.P.I. de C.V. ("PriceTravel Holding"), and Orlando/Orange County Convention and Visitors Bureau, Inc. d/b/a Visit Orlando ("CUSTOMER"), (collectively the "Parties" or individually the "Party"). The Parties agree as follows:

1) Term and Scope

1.1 This Agreement comes into force on the Effective Date and will continue until terminated in accordance with the provisions contained at clause 1.2 ("Term").

1.2 This Agreement shall terminate until the Promotion is completed and until each Party has fulfilled their own obligations.

In the event of a breach of this Agreement by any of the Parties which they fail to remedy within 30 days, the other party may terminate this Agreement.

The Parties acknowledge that this Agreement may be terminated by one or another, in accordance that the Party that requires the anticipated termination of the Agreement, must notify the other with no less than 30 days before the termination date. By that time, the Parties must have fulfilled their own obligations.

1.3 Termination of this Agreement will not extinguish or otherwise affect any rights of any Party against the other which may have accrued before the date of termination of this Agreement.

1.4 This Agreement relates only to the promotion as more fully described in Clause 3 and Schedule 1 of this Agreement or any other future Schedules ("Promotion"). It does not constitute a partnership between the Parties. No Party shall have the authority to bind the other party in any way other than to fulfil the obligations arising from this Agreement.

2) Good Faith Obligations

2.1 The Parties shall co-operate fully and in good faith to ensure the success of the Promotion. This includes, but is not limited to, abiding by a time-line jointly developed by the parties establishing key dates, such as the anticipated start and end dates of the Promotion(s), and significant milestones in the interim. All dates are subject to commercial feasibility as determined by PriceTravel Holding.

2.2 Each Party undertakes that it will not do anything or cause anything to be done, which may damage the other Party's image or bring the other Party into disrepute.

2.3 PriceTravel Holding shall provide Customer with proofs of all advertisements, promotional materials, promotional videos, collateral and the like for approval prior to commitment.

2.4 Unless otherwise stated in Schedule 1, PriceTravel Holding is primarily responsible for identifying, negotiating and executing marketing agreements with media agents, media vehicles, or similar third parties and otherwise carrying out the activities identified in the Campaign Details section of Section 1.

3) The Promotion

3.1 The goal of the Promotion is to market and promote travel in Mexico ("Territory"). The Promotion will utilise funds and/or media assets from CUSTOMER and PriceTravel Holding in a collaborative method to produce an integrated Promotion that inspires consumers to book travel to ORLANDO, O.C., U.S.A.

3.2 Specifically, the Promotion consists of the campaign templates, which must be subsequently agreed to in writing in separate authorizations, detailed in Schedule 1.

4) Creative and Production

- 4.1 Subject to Clause 4.2, PriceTravel Holding will manage creative production for all deliverables of the campaign.
- 4.2 Customer grants PriceTravel Holding a non-exclusive, revocable, limited, royalty-free, and non-transferable license to use Customer's registered trademarks, copyrights, logos and/or artwork and other distinctive sigs specifically designated by Customer (collectively referred to as "Customer Marks"), solely and exclusively for the fulfillment of the obligations of this agreement and to ensure the success of the Promotion. The use of the Customer Marks does not grant any rights or exclusive license to **PriceTravel Holding** in said Customer Marks. Consistent with section 2.3, PriceTravel Holding shall submit examples of all proposed uses of the Customer Marks to Customer for Customer's prior written approval in each instance. All uses of the Customer Marks, and all goodwill associated therewith, will inure solely to the benefit of Customer. PriceTravel Holding shall not use, register, or attempt to register any mark that is infringing, confusingly similar to or incorporates any of the Customer Marks.

5) Costs

- 5.1 CUSTOMER will be responsible for undisputed costs as agreed in any Schedule to this agreement.

6) Payment Terms and Deliverables

- 6.1 **PriceTravel Holding** will send an invoice to CUSTOMER upon the completion of any campaign described in the Schedules and agreed to in writing. CUSTOMER will pay to **PriceTravel Holding** in full, the amount specified in the invoice, within 30 days of the receipt of the invoice and campaign deliverables.
- 6.2 All payments due shall be paid to **PriceTravel Holding** in US Dollars, in accordance with the official exchange rate of Banco de México. **PriceTravel Holding's** bank details are the following:

Beneficiary: PRICE RES SAPI DE CV

Bank: BBVA

Account: 0174455142

Key Account: 012691001744551428

- 6.3 CUSTOMER shall have no right to set-off any amount owed to **PriceTravel Holding**.
- 6.4 **PriceTravel Holding** will deliver proof of run for all tactics in the media plan.

7) Warranties, Liabilities and Indemnification

- 7.1 **PriceTravel Holding** agrees to indemnify and hold harmless the Customer and its agents, employees and representatives against any costs, demands, losses, damages or liabilities of whatsoever nature sustained by the aforementioned persons for any third-party claims arising directly or indirectly in relation to any infringement or alleged infringement of a third-party's intellectual property rights arising from any misuse and misapplication incurred by **PriceTravel Holding** of the materials provided to **PriceTravel Holding** by or on behalf of, CUSTOMER in relation to the Promotion, any marketing ads, offerings or services provided by PriceTravel Holding, and any breach incurred by **PriceTravel Holding** of relevant applicable laws.
- 7.2 CUSTOMER agrees to indemnify and hold harmless the other party and its agents, employees and representatives against any costs, demands, losses, damages or liabilities of whatsoever

nature sustained or incurred by the aforementioned persons for any third-party claims arising directly or indirectly in relation to any infringement or alleged infringement of a third-party's intellectual property rights in relation to any materials, including those materials from any of CUSTOMER's destination partners, provided to **PriceTravel Holding** by or on behalf of CUSTOMER in relation to the Promotion, any breach of relevant applicable laws and any breach of confidentiality pursuant to clause 8.

- 7.3 Nothing contained within this Agreement shall be construed as prohibiting a Party from pursuing any remedies available to them, either at law or in equity, for such breach or threatened breach, including specific performance and recovery of monetary damages.

8) Confidentiality

8.1 During the course of this Promotion the Parties may disclose to each other information related to their businesses which is identified as confidential or is disclosed under such circumstances that the Parties knew or reasonably should have known that the information is confidential ("**Confidential Information**"). For the avoidance of doubt Confidential Information means all confidential information (however recorded, preserved or disclosed) disclosed by a Party or its representatives ("**Disclosing Party**") to the other Party and that Party's representatives ("**Recipient**") after the Effective Date including but not limited to:

- (a) the fact that discussions and negotiations are taking place between the Parties and the status of those discussions and negotiations;
- (b) the existence and terms of this Agreement;
- (c) any information concerning security, law enforcement or investigations by authorities;
- (d) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and
 - (ii) the operations, processes, product or service information, know-how, designs, trade secrets or software of the Disclosing Party;
 - (iii) any information or analysis derived from Confidential Information; or
 - (iv) any other information specifically designated by the Disclosing Party as confidential.

8.2 For purposes of this Agreement, Confidential Information does not include information that:

- (a) was already in the Recipient's possession prior to the Effective Date and was not obtained (whether directly or indirectly) from the Disclosing Party;
- (b) is subsequently developed independently by the Recipient without any reference thereto or use thereof;
- (c) is in the public domain at the Effective Date or subsequently enters into the public domain otherwise than by breach of this Agreement by the Recipient or any other obligation of confidentiality owed by it to the Disclosing Party;
- (d) is subsequently disclosed to the Recipient by a third party who did not obtain the same (whether directly or indirectly) from the Disclosing Party;
- (e) is approved for release upon the written permission of the Disclosing Party; or
- (f) is required by law, any court of competent jurisdiction or by a government or regulatory authority to be disclosed, provided, however, that in the event that the Recipient is requested or becomes legally compelled to disclose any Confidential Information of the Disclosing Party, the Recipient provides the Disclosing Party with prompt written notice so that the Disclosing Party may seek a

protective order or other appropriate remedy, and the Recipient cooperates with the Disclosing Party in any effort it undertakes to obtain a protective order or other remedy.

- 8.3 Each Party agrees to protect the Confidential Information of the other in the same manner as it would protect its own Confidential Information of like kind and, at a minimum, act in at least as reasonable a manner in protecting such Confidential Information.
- 8.4 The confidentiality obligations of the Parties hereunder shall terminate three (3) years after the Effective Date of this Agreement.
- 8.5 Notwithstanding the foregoing, Customer may in its sole discretion release this Agreement to Orange County, Florida, which may elect to disclose the terms of this Agreement in its discretion.

9 Force Majeure

- 9.1 The Parties shall use reasonable endeavours to ensure the fulfilment of all benefits and obligations under this Agreement. Neither party shall be liable for its inability to perform any obligation under this Agreement (other than the obligation to make payments due) where such inability is caused by civil war, riot, act of terrorism, revolution, sabotage, storm, earthquake, volcanic eruption, flood, explosion, fire, tsunami, labour disputes or strikes not within the reasonable control of the Party claiming to be affected, and in respect of **PriceTravel Holding**, any such event which impacts the aviation industry which, in **PriceTravel Holding**'s reasonable opinion, would result in a material adverse impact on **PriceTravel Holding** if it were to continue with its obligations under this Agreement, and in respect of Customer, any such event which impacts the tourism industry which, in Customer's reasonable opinion, would result in a material adverse impact on Customer if it were to continue with its obligations under this Agreement ("**Force Majeure Event**"). The Party affected by a Force Majeure Event shall immediately give written notice of the nature and likely duration (if it can be assessed) of any delay caused in performing its obligations as a result of the Force Majeure Event.
- 9.2 If a Party shall be prevented from making use of any of its benefits or from carrying out any of its obligations under this Agreement due to any causes mentioned in section 9.1 above, the other Party may terminate this Agreement upon giving written notice to the other Party. No Party shall be responsible for any other Party's default in paying their own share of the fees and expenses. Unspent funds (if any) shall be returned to the donating Party. If this agreement is not terminated by end of the Force Majeure Event, each Party must fulfil its own obligations.
- 9.3 **PriceTravel Holding** may suspend or terminate in part or in full its obligations under the Agreement in circumstances where any event not in the reasonable control of **PriceTravel Holding** impacts the aviation industry in such a way that, in **PriceTravel Holding** reasonable opinion, it would result in a material adverse impact on **PriceTravel Holding** if they were to continue with their obligations under this Agreement.
- 9.4 Customer may suspend or terminate in part or in full its obligations under the Agreement in circumstances where any event not in the reasonable control of Customer impacts the tourism industry in such a way that, in Customer reasonable opinion, it would result in a material adverse impact on Customer if they were to continue with their obligations under this Agreement.

10) Law and Jurisdiction

- 10.1 This Agreement will be governed and construed in accordance with the laws of Mexico and the Parties agree to the exclusive jurisdiction of the Federal and State courts located in Orange County, Florida as regards any claim or matter arising under this Agreement.

11) Miscellaneous

- 11.1 No variation of this Agreement will be valid unless it is in writing and signed by or on behalf of the Parties.

- 11.2 Neither this Agreement nor any of the rights or obligations of the Parties under this Agreement may be assigned, in whole or in part, by any Party without the prior written consent of the other Party (which consent the other Party may, in their absolute discretion, withhold).
- 11.3 The person executing this Agreement on behalf of each Party represents and warrants that he or she is duly authorised to execute and deliver this Agreement on their behalf and that this Agreement is a valid and binding obligation of the Parties. This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the Parties hereto.
- 11.4 This Agreement constitutes the whole and only Agreement between the Parties relating to the subject matter of the Agreement and supersedes and extinguishes any prior agreements, representations, warranties and arrangements of any nature, including any purchase orders, whether or not in writing. For the avoidance of doubt, nothing contained in any prior agreements, representations, warranties and arrangements of any nature shall amend or waive the rights of The Parties under this Agreement.
- 11.5 If any paragraph or part of this Agreement is held by any competent authority to be unlawful, void or unenforceable in whole or in part, the validity of the other parts of this Agreement and the remainder of the part or paragraph in question shall not be affected.
- 11.6 It is understood and agreed that no failure or delay by a Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- 11.7 Nothing in this Agreement is intended or will operate to create a partnership between the Parties or to authorise either of the Parties to act as agent for the other and neither of the Parties will have the authority to act in the name of or on behalf of or otherwise bind the other in any way.
- 11.8 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no term or condition of this Agreement shall confer or be construed as conferring any right on any third party.
- 11.9 Both Parties shall carry insurance coverage in types and amounts sufficient to satisfy all of its obligations (including indemnification) under this Agreement which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 and workers compensation insurance to the extent required by law.

12) Notices

- 12.1 Any notice to be given by either party to the other shall be in writing and shall be served by sending the same by hand, fax, registered post or recorded delivery airmail to the following:
- (a) For the purposes of serving PriceTravel Holding: Avenida Kabah, Supermanzana 13, Manzana 1, Lote 3-01, Ciudad de Cancún, Municipio de Benito Juárez, Estado de Quintana Roo, C.P. 77504.
- (b) For the purposes of serving CUSTOMER: Patrick Yvars, 6277 Sea Harbor Drive Suite 400, Orlando, Florida 32821.
- and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.
- 12.2 A notice, served in accordance with clause 12.1 shall be treated as having been received:
- (a) if delivered by hand between 9.00 am and 5.00 pm on a working day (which time period is referred to in this clause as "**Business Hours**") when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours; and

- (b) if sent by first class post, at 9.00am on the third working day after posting if posted on a working day, and at 9.00am on the fifth working day after posting if not posted on a working day;
- (c) if sent by facsimile transmission, upon receipt by the sender of the facsimile transmission report that the facsimile has been transmitted to the addressee;
- 12.3 In proving that a notice has been given it shall be conclusive evidence to procure that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

CAMPAIGN DETAILS

Project Name	Visit Orlando – PriceTravel 2022 Campaign
Region/Country	MX
Project owner (the party who has general creative direction in respect of the project activities and who retains control of the financial contribution of the other party)	PriceTravel Holding
Media buyer (this is the party who plans, negotiates and buys the media in respect of the project activities)	PriceTravel Holding
Commencement date	August 22 nd , 2022
Target market	Mexico Market
Project objectives	Increase on sales, RN, Bookings and passengers vs last year.
Total value of Campaign (USD):	\$65,500.00
Amount paid by Price Travel towards the Campaign (USD):	\$40,500.00
Amount paid by Visit Orlando towards the Campaign in the form of reimbursement to Company pursuant to the terms of this Agreement (USD):	\$25,000
Impression forecast:	8,653,074
Forecasted room nights	6,920
Project description	Cooperative Marketing campaign

SCHEDULE AND TACTICS FLOWCHART

Channel	Action	August					September				October					November			
		31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
PriceTravel.com	Banner home																		
	Banner "Offers" section																		
	Mailing (170,000 subscribers)																		
	Search & display campaign																		
	Push notification																		
	Landing Page																		
Travelinn	Magazine blog (digital)																		
	Banner Home																		
	Exclusive Mailing																		
	Push notification																		
Sales Kiosks	60 Banner screens																		
PriceTravel	Training webinar																		
External Media	Caras.com																		
	NatgeoTraveler.com																		

KPI's FORECAST AND ESTIMATION

		Impressions	August	September	October	November	December	TOTAL IMPRESSION	COST
PriceTravel.com	Banner home	Planned Impr.	310,000	310,000	310,000	620,000		1,550,000	
		Planned Inscr.	1	1	1	2		5	\$ 6,000
		Actual							-
PriceTravel.com	Banner "Offers" section	Planned Impr.	220,000	220,000	220,000	440,000		1,100,000	
		Planned Inscr.	1	1	1	2		5	\$ 5,500
		Actual							-
PriceTravel.com	Mailing (170,000 subscribers)	Planned Impr.		170,000	340,000	340,000		850,000	
		Planned Inscr.		1	2	2		5	\$ 7,000
		Actual							-
PriceTravel.com	Search & display campaign	Planned Impr.	350,000	350,000	350,000	350,000		1,400,000	
		Planned Inscr.	1	1	1	1		4	\$ 5,000
		Actual							-
PriceTravel.com	Push notification	Planned Impr.		23,000	46,000	46,000		115,000	
		Planned Inscr.		1	2	2		5	\$ 5,000
		Actual							-
PriceTravel.com	Landing Page	Planned Impr.	11,000	11,000	11,000	11,000		44,000	
		Planned Inscr.	1	1	1	1		4	\$ 2,500
		Actual							-
PriceTravel.com	Magazine blog (digital)	Planned Impr.			1,000			1,000	
		Planned Inscr.			1			1	\$ 1,500
		Actual							-
Travelinn	Banner Home	Planned Impr.			310,000	620,000		930,000	
		Planned Inscr.			1	2		3	\$ 3,000
		Actual							-
Travelinn	Exclusive Mailing	Planned Impr.			24,000	12,000		36,000	
		Planned Inscr.			2	1		3	\$ 3,000
		Actual							-
Travelinn	Push notification	Planned Impr.			18,000	9,000		27,000	
		Planned Inscr.			2	1		3	\$ 1,500
		Actual							-
Travelinn	Travelinn challenge	Planned Impr.			7	7		14	
		Planned Inscr.			1	1		2	\$ 1,500
		Actual							-
Sales Kiosks	60 Banner screens	Planned Impr.			1,000,000	1,000,000		2,000,000	
		Planned Inscr.			1	1		2	\$ 12,000
		Actual							-
PriceTravel	Training webinar	Planned Impr.			60			60	
		Planned Inscr.			1			1	\$ 1
		Actual							-
Digital media	Caras.com.mx banner	Planned Impr.	150,000	150,000				300,000	
		Planned Inscr.	1	1				2	\$ 6,000
		Actual							-
Digital media	NatgeoTraveler.com.mx banner	Planned Impr.			150,000	150,000		300,000	
		Planned Inscr.			1	1		2	\$ 6,000
		Actual							-

