

## PUBLIC RELATIONS SERVICES AGREEMENT

This Public Relations Services Agreement (this “**Agreement**”) sets forth the terms and conditions whereby **Daniel J. Edelman, Inc. operating as Edelman do Brasil Consultoria e Comunicação Ltda.**, a Brazilian business corporation with an address of Rua dos Pinheiros, 610, 12º e 13º andares, Pinheiros, São Paulo, SP, Brasil (“**you**”/”**Edelman**”), agrees to provide certain services (as described in Schedule 1) to Orlando/Orange County Convention & Visitors Bureau, with offices located at 6277 Sea Harbor Drive, Suite 400, Orlando, FL 32821, a Florida not-for-profit corporation (“**Visit Orlando**”).

### 1. SERVICES.

1.1 Visit Orlando hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services to Visit Orlando on the terms and conditions set forth in this Agreement.

1.2 You shall provide to Visit Orlando the services set forth in Schedule 1 (the “**Services**”).

1.3 Visit Orlando shall not control the manner or means by which you or your employees or contractors perform the Services, including but not limited to the time and place you perform the Services.

1.4 As set forth in Schedule 1, Visit Orlando shall provide you with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services. Unless otherwise specified in Schedule 1, you shall furnish, at your own expense, the materials, equipment, and other resources necessary to perform the Services.

1.5 You shall comply with all third-party access rules and procedures communicated to you in writing by Visit Orlando, including those related to safety, security, and confidentiality.

2. TERM. The term of this Agreement shall commence on November 14, 2022, and shall end on December 31, 2023, unless earlier terminated in accordance with Section 10 (the “**Term**”). Any extension of the Term will be subject to mutual written agreement between you and Visit Orlando (referred to collectively as the “**Parties**”).

### 3. FEES AND EXPENSES.

3.1 As full compensation for the Services and the rights granted to Visit Orlando in this Agreement, Visit Orlando shall pay you a fixed monthly fee of \$8,310 (the “**Fees**”) for the Services. You acknowledge that you will receive an IRS Form W-8BEN-E from Visit Orlando, and that you shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

3.2 Visit Orlando may reimburse you for certain expenses incurred in your performance of the Services, such as for travel related to press trips, missions, or trade shows attended on behalf of Visit Orlando, however, Visit Orlando will not reimburse you for costs associated with the immersion trip (as described in Exhibit A). To be eligible for reimbursement, such expenses must be reasonable and pre-approved in writing by Visit Orlando. You must submit an invoice for such expenses, accompanied by receipts and supporting documentation reasonably acceptable to Visit Orlando. You are solely responsible for any expenses incurred by you that are not pre-approved or do not otherwise meet the requirements of this Agreement, and in no event shall Visit Orlando reimburse you for any such costs or expenses.

3.3 Visit Orlando shall pay all undisputed Fees within 30 calendar days after Visit Orlando’s receipt of an invoice submitted by you.

### 4. RELATIONSHIP OF THE PARTIES.

4.1 You are an independent contractor of Visit Orlando, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and Visit Orlando for any purpose. You have no authority (and shall not hold yourself out as having

authority) to bind Visit Orlando and you shall not make any agreements or representations on Visit Orlando's behalf without Visit Orlando's prior written consent.

4.2 Without limiting Section 4.1, you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Visit Orlando to its employees, and Visit Orlando will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify Visit Orlando against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify Visit Orlando against any claims made by or on behalf of any such employee or contractor.

## 5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Upon full payment of all undisputed sums by Visit Orlando in good faith due to Edelman under this Agreement, Visit Orlando is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including but not limited to publicity plans, media pitches, market research data, press releases, translations, media lists, crises messaging, and reports (collectively, the "**Deliverables**") and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other work performed in connection with the Services or this Agreement (collectively, and including the Deliverables, "**Work Product**") including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "**Intellectual Property Rights**") therein, subject to any third-party rights, restrictions, and obligations of which Edelman notifies Visit Orlando. You agree that the Work Product is hereby deemed "work made for hire" as defined in 17 U.S.C. § 101 for Visit Orlando and all copyrights therein automatically and immediately vest in Visit Orlando. If, for any reason, any Work Product does not constitute "work made for hire," you hereby irrevocably assign to Visit Orlando, for no additional consideration, your entire right, title, and interest throughout the world in and to such Work Product, including all Intellectual Property Rights therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof. Notwithstanding the above, Visit Orlando acknowledges that Edelman retains ownership of all works of authorship created by or for Edelman prior to or separate from the performance of Services under this Agreement, including, but not limited to, Edelman's proprietary information/services, templates, training materials, programming, code, media lists, and third-party relationships held by Edelman.

5.2 To the extent any copyrights are assigned under this Section 5, you hereby irrevocably waive in favor of Visit Orlando, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply.

5.3 Upon the request of Visit Orlando, during and after the Term, you shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be necessary to assist Visit Orlando to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event Visit Orlando is unable, after reasonable effort, to obtain your signature on any such documents, you hereby irrevocably designate and appoint Visit Orlando as your agent and attorney-in-fact, to act for and on your behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if you had executed them. You agree that this power of attorney is coupled with an interest.

5.4 Notwithstanding Section 5.1, to the extent that any of your pre-existing materials are incorporated in or combined with any Deliverable or otherwise necessary for the use or exploitation of any Work Product, you hereby grant to Visit Orlando an irrevocable, worldwide, perpetual, royalty-free, nonexclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof. Visit Orlando may assign, transfer, and sublicense such rights to others without your approval.

5.5 As between you and Visit Orlando, Visit Orlando is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to you by Visit Orlando (“**VO Materials**”), including all Intellectual Property Rights therein. You have no right or license to reproduce or use any VO Materials except solely during the Term to the extent necessary to perform your obligations under this Agreement. All other rights in and to the VO Materials are expressly reserved by Visit Orlando. You have no right or license to use Visit Orlando’s trademarks, service marks, trade names, logos, symbols, or brand names. Upon termination of the relationship between you and Visit Orlando, you must immediately transfer to Visit Orlando copies of VO Materials, in a readable format and media reasonably acceptable to Visit Orlando.

5.6 You shall require each of your employees and contractors to execute written agreements containing obligations of confidentiality and non-use and assignment of inventions and other work product consistent with the provisions of this Section 5 prior to such employee or contractor providing any Services under this Agreement.

## 6. CONFIDENTIALITY.

6.1 You acknowledge that you will have access to information that is treated as confidential and proprietary by Visit Orlando including without limitation, information pertaining to business operations and strategies, customers, pricing, or marketing, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “**Confidential Information**”). Any Confidential Information that you access or develop in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this clause. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Visit Orlando in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify Visit Orlando immediately in the event you become aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information shall not include information that:

(a) is or becomes generally available to the public other than through your breach of this Agreement; or

(b) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

6.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. You agree to provide written notice of any such order to an authorized officer of Visit Orlando within 5 calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit Visit Orlando to contest the order or seek confidentiality protections, as determined in Visit Orlando sole discretion. Notwithstanding the foregoing, Visit Orlando 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.

## 7. REPRESENTATIONS AND WARRANTIES.

7.1 You represent and warrant to Visit Orlando that:

- (a) you have the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of your obligations in this Agreement;
- (b) your entering into this Agreement with Visit Orlando and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
- (c) you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- (d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;
- (e) Visit Orlando will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and
- (f) all Work Product is and shall be your original work (except for material in the public domain or provided by Visit Orlando) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2 Visit Orlando hereby represents and warrants to you that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

## 8. INDEMNIFICATION.

8.1 You shall defend, indemnify, and hold harmless Visit Orlando and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from your (i) negligence, recklessness or willful misconduct or (ii) breach of any representation, warranty, or obligation under this Agreement.

8.2 Visit Orlando may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

9. INSURANCE. You shall secure and maintain insurance in reasonable amounts to cover any losses or liabilities incurred in connection with the Services and your obligations under this Agreement. At a minimum, you shall maintain: (i) Commercial General Liability insurance with minimum coverage of at least \$2,000,000 per occurrence including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring your activities under this Agreement; (ii) Professional Liability insurance with minimum coverage of at least \$2,000,000 per claim; (iii) Automobile Liability insurance with minimum coverage of at least \$1,000,000 per occurrence; (iv) Cyber Risk insurance with minimum coverage of at least \$2,000,000 per claim; (v) Advertising Liability insurance with minimum coverage of at least \$2,000,000 per claim; and (vi) Workers' Compensation insurance to the extent required by law. Upon Visit Orlando's request, You shall provide Visit Orlando with a certificate of insurance from your insurer evidencing the insurance coverage specified in this Agreement. You shall provide Visit Orlando with 30 days' advance written notice in the event of a

cancellation or material change in your insurance policy. Except where prohibited by law, you shall require your insurer to waive all rights of subrogation against Visit Orlando's insurers and Visit Orlando. The insurance and insured limits set forth above shall not be considered a limitation of your liabilities hereunder, nor an agreement by Visit Orlando to assume liability in excess of said amounts or for risks not insured against by Visit Orlando.

## 10. TERMINATION.

10.1 You or Visit Orlando may terminate this Agreement without cause upon 30 calendar days' written notice to the other party to this Agreement. In the event of termination pursuant to this clause, Visit Orlando shall pay you for pre-approved expenses incurred and on a pro-rata basis, any Fees then due and payable for any Services completed up to and including the effective date of such termination.

10.2 You or Visit Orlando may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the other party does not cure such breach within 30 calendar days after receipt of written notice of such breach.

10.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon Visit Orlando's written request, you shall within 15 calendar days after such expiration or termination:

- (a) deliver to Visit Orlando all Deliverables (whether complete or incomplete) and all materials, equipment, and other property provided for your use by Visit Orlando;
- (b) deliver to Visit Orlando all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;
- (c) permanently erase all of the Confidential Information from your computer systems;  
and
- (d) certify in writing to Visit Orlando that you have complied with the requirements of this clause.

10.4 The terms and conditions of this clause and Section 4, Section 5, Section 6, Section 7, Section 8, Section 11, Section 13, and Section 14 shall survive the expiration or termination of this Agreement.

11. OTHER BUSINESS ACTIVITIES. You may be engaged or employed in any other business, trade, profession, or other activity which does not place you in a conflict of interest with the Visit Orlando; provided, that, during the Term, Edelman, shall not perform any services for the following direct competitors of Visit Orlando: (a) Visit Florida; (b) the chamber of commerce, tourism board, tourist development council, convention & visitors bureau, destination marketing organization, or similar promotional organization, of the following locations: Kissimmee, Miami, Tampa, St. Petersburg/Clearwater, New York, Washington D.C., San Antonio, Houston, Los Angeles, and Las Vegas and (c) any major theme parks (including, but not limited to, Disney, Universal, and Sea World parks); unless you have obtained Visit Orlando's prior written consent, to be given or withheld in its sole discretion.

12. NON-SOLICITATION. You agree that during the Term of this Agreement and for a period of 12 months following the termination or expiration of this Agreement, it shall not make any solicitation to employ the other Party's personnel without written consent of the other Party, to be given or withheld in the other Party's sole discretion. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause.

13. ASSIGNMENT. You shall not assign any rights or delegate or subcontract any obligations under this Agreement without Visit Orlando's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Visit Orlando may freely assign its rights and obligations under this Agreement at any time.

Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

14. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement and all related documents, including all schedules attached hereto and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the State of Florida, County of Orange. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

15. **MISCELLANEOUS.**

15.1 You shall not export, directly or indirectly, any technical data acquired from Visit Orlando, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

15.2 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section) and may be transmitted by electronic mail to the individuals below.

**Email to Visit Orlando:**

To: Leo Salazar / [leo.salazar@visitorlando.com](mailto:leo.salazar@visitorlando.com)  
Cc: Danielle Hollander / [Danielle.hollander@visitorlando.com](mailto:Danielle.hollander@visitorlando.com)  
Cc: Eric Ambinder / [eric.ambinder@visitorlando.com](mailto:eric.ambinder@visitorlando.com)  
Cc: Stan Rubins / [stan.rubins@visitorlando.com](mailto:stan.rubins@visitorlando.com)

**Email to Edelman:**

To: Ana Cristina de Araujo Lemgruber Julião / [ana.juliao@edelman.com](mailto:ana.juliao@edelman.com)

At the request of the receiving Party, Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if: (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this Section.

15.3 This Agreement, together with any other documents incorporated herein by reference, and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

15.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

15.5 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.6 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

By signing below, each party agrees that it has carefully read and fully understood this Agreement, and each party 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: Keith Swider  
647C829F5682EDCABDA37F953334DDBA contractworks.

Name: Keith Swider

Title: SVP of Finance & Business Affairs

Date: 11/10/2022

**Daniel J. Edelman, Inc. operating as Edelman do  
Consultoria e Comunicação Ltda.**

By: Ana Cristina de Araujo Lemgruber Julião  
6188FA1DE7F42B24BEB48F11FF7FE50 contractworks.

Name: Ana Cristina de Araujo Lemgruber Julião

Title: general manager

Date: 11/10/2022

## SCHEDULE 1

### 1. SERVICES and DELIVERABLES:

Edelman will provide the following public relations services and deliverables for Visit Orlando:

**MEET GOALS:** Meet goals for media coverage as outlined in Global Communications' 2022-2023 KPIs (Goals to be prorated according to hire date)

- Focus is on positive media coverage in mutually agreed upon target media publications with Visit Orlando's key messaging

**PLAN & EXECUTE:** Ideate, develop and execute country-specific consumer and trade publicity plan for 2022-2023 to achieve goals (minimum of quarterly, plus individual campaigns as needed.)

- Provide ongoing business intelligence including travel trends, media mergers and competitive campaigns.

#### **MEDIA RELATIONS:**

- Develop country-specific target media list – a min. of 75 key outlets for quality placements -- (print, broadcast, online media and social influencers) – that meet Visit Orlando's criteria
- On-going relations with all target media, through a minimum of 6 touchpoints each, per year.
- Achieve positive media stories in at least 50% target media
- Arrange and execute media appointments for Orlando representatives for one in-market visit per year, securing up to 15 appointments.
- Attend in-country industry events/trade shows on behalf of Client as mutually agreed upon.
- Screen & respond to all reactive journalist requests; work w/ Visit Orlando as needed.

#### **DESTINATION ORIENTATIONS:**

- Pitch, organize and participate in Client group press trip(s) up to 2 per year, as requested.
- Secure a min. of 6 media for individual press trips to result in destination feature stories.
- Respond & coordinate opportunistic press trips (w/airlines and industry partners)

#### **PRESS MATERIALS:**

- Translate, distribute, and pitch to media up to 10 press releases (written by Visit Orlando team).
- Write up to 6 original, country-specific press pitches or releases.

#### **CRISIS/ISSUES:**

- Regularly apprise client of relevant emerging issues (economic situations, crisis situations).
- Advise on appropriate issue/crisis messaging for respective country audience.

#### **ACCOUNT MANAGEMENT/ REPORTING:**



- Monthly: track clip coverage (including impressions) and send to client to meet monthly report deadlines.
- Participate in regular ongoing communication as needed (calls, status reports, etc.).

## 2. ADDITIONAL REQUIREMENTS

- You will use commercially reasonable efforts to maintain continuity of the team providing Services and Deliverables to Visit Orlando (“**Retainer Team**”), and to maintain a consistent skill level if the Retainer Team composition changes. If you change a Retainer Team member, you will notify Visit Orlando in writing at least two (2) weeks in advance. You will pay for any training time related to a change in the Retainer Team.
- The Retainer Team will provide 192 hours of work per month during the Term.
- You will hold a team-immersion trip no less than once per calendar year during the Term (i.e., in 2022 and 2023). You will hold additional immersion trips when: (a) 50% or more of the composition of the Retainer Team changes during the Term and (b) reasonably requested by Visit Orlando. You are solely responsible for all costs or expenses in connection with the team immersion trips, including but not limited to flights, hotel, attraction tickets, transportation, food, etc., and in no event shall Visit Orlando reimburse you for any such costs or expenses. The team immersion trips shall be a minimum of four (4) days exploration in Orlando/Central Florida following a Visit Orlando planned itinerary. The goal of the immersion trips is to gain a comprehensive understanding of the Orlando destination to help media pitching efforts.
- All printing will be contracted directly by Visit Orlando and negotiated by Visit Orlando staff, unless otherwise directed by Visit Orlando. Creative and related specifications from Edelman will be coordinated with the Visit Orlando Creative Services department prior to printing.