



Tupelo Convention & Visitors Bureau

Document prepared by:

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Master Service Agreement

This Master Services Agreement (the "Agreement"), is made as of June 1, 2020 (the "Effective Date")

BETWEEN:

Destination Think! Destination Think! USA Inc. (formerly Think! Social Media USA Inc.), incorporated under the laws of Delaware, ("Think!"), with offices at 2028 E. Ben White Blvd., Suite 240-2014, Austin, Texas, 78741, United States of America.

AND:

Tupelo Convention & Visitors Bureau, incorporated under the laws of Mississippi, USA, with offices at 399 E. Main St, Tupelo, Mississippi, 38802, United States of America (the "Client").

WHEREAS:

- A. Think! is in the business of providing marketing services, including, without limiting the generality of the foregoing, strategic consulting services, brand development, public relations, promotional programs, campaign development and content generation for digital and social media, and digital and social media application development..
- B. The Client wishes to engage Think! to provide, and Think! wishes to provide to the Client, the Services (as hereinafter defined) in accordance with the terms and subject to the conditions of this Agreement.

THEREFORE in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. In this Agreement, the following words and terms shall have the following meanings:

"Additional Fees" has the meaning set out in Section 3;

"Budget" means, in respect of a particular Project, the estimated budget for the Project, setting out the total estimated costs for the performance of the Services and for the procurement of goods and material rights for that Project, as mutually agreed by the parties and attached as an appendix to the applicable Scope of Agreement or Statement of Work;

"Fees" means, in respect of a particular Project, the fees set out in the Scope of Agreement to be paid by the Client to Think! for the provision of the Services;

"Initial Payment" has the meaning set out in Section 3;

"Project" means each project, the subject of the Services, set out in the Scope of Agreement;

"Services" means, in respect of a particular Project, the particular services to be performed by Think! pursuant to this Agreement for the Project, as set out in the Scope of Agreement and each Statement of Work; and

"Scope of Agreement" means the document mutually agreed to and executed by the parties pursuant to Section 2, which sets out, where applicable, the Services to be performed by Think! throughout the duration

of the Master Services Agreement, the term of the Master Services Agreement, the total Budget and the maximum Fees to be paid for such Services.

"Statement of Work" means the document mutually agreed to and executed by the parties pursuant to Section 2, which sets out, where applicable, the Services to be performed by Think! for each Project within the Scope of Agreement, the term of the Project, the Budget and the Fees to be paid for such Services.

2. Performance of Services; Scope of Agreement; Statement of Work.
 - a. The Client engages Think!, and Think! agrees to be engaged by the Client, to provide the Services in the Scope of Agreement, attached hereto as Appendix A, and in the Statement of Work for a Project to the Client in accordance with the terms and subject to the conditions of this Agreement.
 - b. As a "master" form of contract, this Agreement allows the parties to contract for multiple Projects through the issuance of multiple Statements of Work, without having to re-negotiate the basic terms and conditions contained herein.
 - c. The specific details of each Project under this Agreement shall be separately negotiated and specified in a Statement of Work on terms and in a form acceptable to the parties. The form of Statement of Work to be used by the parties is attached hereto as Appendix B. No Statement of Work shall be effective until executed by an authorized representative of each party. Each Statement of Work shall include, as appropriate, a description of the Services to be performed by Think!, the term of the Project, the Budget and the Fees to be paid for such Services. Each Scope of Agreement shall be subject to all of the terms and conditions of this Agreement, in addition to the specific details set forth in the Scope of Agreement. To the extent any terms or provisions of a Statement of Work conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail, except to the extent that the applicable Statement of Work expressly and specifically states an intent to supersede this Agreement on a specific matter. All Statements of Work and other appendices hereto shall be deemed to be incorporated herein by reference.
3. Payment of Fees. The total Fees to be paid by the Client for the Services to be performed by Think! shall be set forth in the applicable Scope of Agreement. The portion of the total Fees to be paid by the Client for the Services to be performed by Think! in each Project shall be set forth in the applicable Statement of Work. Unless otherwise expressly set out in a Statement of Work, the Client will pay Think! the Fees specified in a Statement of Work upon receipt by the Client of an invoice from Think!. For greater certainty, any Fees which are specified by the Statement of Work to be paid concurrently with the execution of the Statement of Work (the "Initial Payment"), shall be paid by the Client to Think! concurrently with the execution of the Statement of Work. Neither all nor any portion of the Initial Payment shall be refundable to the Client under any circumstances. Any services that Think! provides the Client that are outside the scope of the Services set out in a Scope of Agreement or a Statement of Work, will be charged by Think! to the Client as an additional fee ("Additional Fees") at Think!'s then current hourly rate, plus taxes and disbursements, and Think! shall invoice the Client for such Additional Fees on a monthly basis. All payments made by the Client

to Think! hereunder shall be made in U.S. Dollars without any reduction or deduction of any nature or kind whatsoever and all payments shall be made either by cheque or by direct deposit as described below:

- a. By check mailed to Think! at:
Destination Think! USA Inc.
2028 E. Ben White Blvd., Suite 240-2014
Austin TX 78741
USA
 - b. By direct deposit to the following bank account of Think!:
Bank of America
Account Name: Destination Think! USA Inc.
Account #: 375014010397
Routing #: 026009593
Swift Code: BOFAUS3N
Bank Address: 8516 W. Grand River Ave., Brighton MI 48116-1523, USA
4. Taxes: All Fees paid to Think!, as set out in a Scope of Agreement, are exclusive of taxes. If Think! is required to collect a tax to be paid by the Client, the Client shall pay such tax to Think! on demand.
 5. Late Payments: All amounts due and owing to Think! under this Agreement but not paid by the Client within 30 days of the due date thereof shall bear interest at a rate of 18% per annum, calculated monthly (1.5% per month). Such interest shall accrue on the balance of unpaid amounts from time to time outstanding from the date on which portions of such amounts become due and owing until payment thereof in full. Think! reserves the right to suspend the Services or to terminate a specific Statement of Work if the Client fails to make the payments within the times specified herein and does not correct such failure within thirty (30) days of receiving notification of such from Think!.
 6. Disclaimer. The Services are being provided to the Client on an "as is" basis, and Think! disclaims any and all representations, warranties or guarantees, whether express, implied or statutory, regarding the Services, including without limitation, any implied warranties of merchantability or fitness for a particular purpose or function. Think! shall have no obligation to provide any additional services, modifications or replacements due to any problems associated with the Services.
 7. Limitation of Liability. Think!'s liability on any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from breach of this Agreement, shall in no case exceed the amount of the Fees actually paid by the Client to Think! for the Services for a particular Project to which the claim relates, which represents Think!'s total liability for damages and other monetary liability arising out of this Agreement. IN NO EVENT SHALL THINK! BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, ETC. ARISING OUT OF THIS AGREEMENT OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THINK! HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE; PROVIDED, HOWEVER, THAT IF THE LAW OF ANY JURISDICTION APPLICABLE TO THIS AGREEMENT DOES NOT PERMIT SUCH DAMAGES TO BE COMPLETELY DISCLAIMED, THIS CLAUSE SHALL BE INTERPRETED

AS NECESSARY TO GIVE THINK! THE FULL BENEFIT OF ANY DISCLAIMER OR LIMITATION OF SAID DAMAGES AS PERMITTED UNDER SUCH LAW.

8. Confidentiality.

- a. "Confidential Information" means information relating to each party's business, or to the businesses of its affiliates, associates and/or other related entities or customers, suppliers and other business partners that is not available to the general public including, without limitation, software, trade secrets, methodologies, financial, corporate, marketing, product, research, technical, manufacturing and/or personnel information, this Agreement and any other information, in whatever form or media, irrespective of whether it is marked "Confidential".
- b. Except with the prior written consent of the other party, each party shall hold in strict confidence and keep confidential all Confidential Information of the other in its possession and control and shall not use for the benefit of itself or others (except in connection with providing the Services hereunder) any Confidential Information and shall not use or disclose any Confidential Information to any third party.
- c. Without limiting the generality of the foregoing, neither party will decompile or reverse engineer the Confidential Information or use Confidential Information of the other to develop, or cause to develop, all or part of any process or product whether for internal use or for commercial purposes.
- d. The obligations regarding confidentiality herein do not apply with regard to information which the receiving party can prove:
 - i. is in the public domain at the time of disclosure to the receiving party or that later becomes part of the public domain other than by breach of this Agreement or other confidentiality restrictions that are known or reasonably ought to be known by the receiving party;
 - ii. that was in the possession of receiving party prior to its disclosure by the disclosing party to the receiving party; or
 - iii. that was lawfully acquired by the receiving party from a third party who was not under an obligation of confidentiality to the disclosing party.
- e. Notwithstanding the above obligations regarding confidentiality, if the receiving party is required to disclose any Confidential Information in order to comply with any law, regulation or valid court order, the receiving party may disclose such Confidential Information only to the extent necessary for such compliance. In such case the receiving party shall before disclosing the Confidential Information give the disclosing party reasonable advance written notice of the required disclosure to provide the disclosing party with the opportunity to seek confidential treatment of any Confidential Information to be disclosed and/or to obtain a protective order narrowing the scope of disclosure and shall reasonably cooperate with the disclosing party's efforts to seek confidential treatment of any Confidential Information to be disclosed and/or to obtain a protective order narrowing the scope of disclosure. Confidential

Information that is disclosed pursuant to such required disclosure shall remain otherwise subject to the confidentiality and non-use provisions set forth in this Agreement.

- f. Each party acknowledges and agrees that its unauthorized use or disclosure of the other party's Confidential Information is likely to cause irreparable harm to the other party. Therefore, in the event of such unauthorized disclosure or use, the other party will be entitled to obtain injunctive relief, without prejudice to any other rights it may have in respect of this Agreement or at law or in equity.
- g. All Confidential Information disclosed, including all patent rights, trade secrets, copyrights and all other intellectual property and proprietary rights related thereto, shall remain the property of the disclosing party and all originals, duplicates, reproductions and copies, whether authorized or unauthorized (except those reasonably necessary for record keeping purposes) shall be returned to it upon the earlier of the termination of this Agreement, or the written request of the disclosing party.
- h. For greater certainty, the Client agrees and acknowledges that:
 - i. Think! owns all right, title and interest in and to any and all digital media, social media, online, tourism and marketing methodologies, processes, techniques, knowledge, know-how, business strategies, business implementation advice, application products, whether or not in written or printed form, and any intellectual property rights relating thereto (collectively the "Think Know-How"), including any Think Know-How that is developed during the performance of the Services;
 - ii. With respect to Think!'s Confidential Information, "Confidential Information" shall include Think Know-How; and
 - iii. Think! has the ability to use the Think Know-How for any future products or services provided to future clients.

9. Non-solicitation of employees and consultants.

The Client agrees that during the term of this Contract and for a period of 12 months immediately following the termination of this Contract, the Client and all its officers, employees and consultants will not, directly or indirectly, contact or solicit any employee or consultant of Think! for the purpose of:

- inducing them to terminate their employment or consulting agreement with Think!, or
- engaging employees to work through contract or employment in parallel to their employment at Think! on projects within the scope of services contracted with Think!.

The terms of this clause can be altered only with the express written consent of Think!.

10. Term. This Agreement shall commence on June 1, 2020 ('Effective Date') and will continue through to September 30, 2021 with the option to extend the Agreement for another 12-month period. Notwithstanding the foregoing, except in the event of a termination under Section 10, the term of this Agreement will be automatically extended until Think! has completed all the Services for a specific Project which are ongoing or subject to a binding and unfulfilled Statement of Work at the expiration of the term of this Agreement.
11. Termination.
 - a. Termination for Cause. In the event that either Party (a "Defaulting Party"):



- i. becomes insolvent, files an assignment in bankruptcy, fails to have dismissed any petition seeking to have it declared bankrupt within 30 days after the filing thereof, or if a receiver is appointed for it and is not discharged within 30 days after his appointment; or
 - ii. commits or permits any material breach of any of the provisions of this Agreement which is not cured within 30 days of being notified of such breach by the other Party,
 - iii. the other Party (the "Non-Defaulting Party") may, at its option, terminate this Agreement by written notice to the Defaulting Party effective immediately with no liability on the part the Non-Defaulting Party, as a result of such termination; provided that no Party will be absolved from any liability relating to acts or deeds taken or obligations incurred prior to such termination.
 - b. Obligations upon Termination. Upon termination of this Agreement:
 - i. the Client shall pay Think! the Fees for all Services performed to the Client up to the date of termination of this Agreement, and for all Additional Fees incurred up to the date of termination of this Agreement; and
 - ii. each party shall return to the other that other party's Confidential Information in its possession or control.
12. Notice. Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered or sent by facsimile or other means of electronic transmission of documents to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party at the address first above written, or at such other address as the party to whom such writing is to be given shall have notified the other parties in writing.
13. Force Majeure: Think! shall not be liable to the Client and the performance of Think!'s obligations under this Agreement, the Scope of Agreement or the Statements of Work shall be excused if the provision of the Services is delayed or prevented by circumstances beyond the control of, and without the gross negligence or wilful misconduct of Think!, including, without limitation, acts of God, acts of government in its sovereign or contractual capacity, acts of a public enemy, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, earthquakes, fire, flood, quarantine restrictions, power shortages or failures, utility or communication failures or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or solitary malfunctions. The time for performance of any act delayed by such events may be postponed for a period equal to the delay.
14. Time. Time shall be of the essence of this Agreement.
15. Relationship. No part of this Agreement is intended to create any employment, partnership, joint venture, agency or other such relationship between the parties. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party.
16. Governing Law and Jurisdiction. This Agreement shall be interpreted by and governed in accordance with the laws of the State of Texas. The parties attorn to the sole and exclusive jurisdiction of the courts of Texas, United States of America, regarding any dispute which may arise hereunder or in relation to the subject matter of this Agreement.
17. Assignment. This Agreement may not be assigned by the Client without the prior written consent of Think!.



18. Entire Agreement; Amendment; Waiver. This Agreement, together with any appendices hereto and Scopes of Agreement hereunder, sets forth the entire understanding between the parties with respect to the matters contemplated herein and no modifications hereof shall be binding unless executed in writing by the parties hereto. No provision of this Agreement will be deemed waived or any breach excused, unless such waiver or consent excusing the breach is in writing and signed by the party to be bound thereby. A waiver of a provision of this Agreement will not be construed to be a waiver of a subsequent breach of the same provision.
19. Severability. If any provision of this Agreement is held by a court to be invalid or unenforceable and can be deleted without altering the essence of this Agreement, the unlawful provision will be severed and the remaining provisions will remain in full force or effect.
20. Survival of Obligations. The obligations set out under Sections 6, 7, 8 and 10(b) of this Agreement shall continue and survive after the termination or expiration of this Agreement.
21. Counterparts. This Agreement, together with any appendices hereto and Scopes of Agreement hereunder, may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile or electronically transmitted signatures of the parties will have the same effect as original signatures.

IN WITNESS THEREOF the parties have executed this Agreement the day and year first above written.

DESTINATION THINK! USA INC. by its authorized signatories:



Authorized Signatory

Shannon Landreth, Client Strategist

Authorized Signatory's Name & Title

TUPELO CONVENTION & VISITORS BUREAU by its authorized signatories:

Authorized Signatory

Authorized Signatory's Name & Title

Appendix A

FORM OF SCOPE OF AGREEMENT

SCOPE OF AGREEMENT NO. 001

Project: Consulting and Marketing Services

This Scope of Agreement ("Scope of Agreement") is between DESTINATION THINK! USA INC. ("Think!") and TUPELO CONVENTION & VISITORS BUREAU (the "Client"), and relates to the Master Services Agreement between Think! and the Client dated May 25, 2020 (the "Master Agreement"), which is incorporated by reference herein. Pursuant to the Master Agreement, Think! has agreed to perform certain services in accordance with written a Scope of Agreement, such as this one, and future Statements of Work entered into from time-to-time.

The parties hereby agree as follows:

1. Scope of Agreement. This document constitutes a "Scope of Agreement" under the Master Agreement and this Scope of Agreement and the Project(s) contemplated herein are subject to the terms and provisions of the Master Agreement. Any initially capitalized term not defined in this Scope of Agreement shall have the meaning given to it in the Master Agreement.
2. Services. The scope of the services contemplated by this Scope of Agreement is as follows:
 - a. Account direction and management
 - b. Project management
 - c. Research and analysis
 - d. Strategy and planning (organizational and marketing)
 - e. Education and coaching
 - f. Brand strategy and development
 - g. Program and campaign creative concepts and development
 - h. Advocacy and influencer programs
 - i. Content marketing
 - j. Social media management (content and promotion)
 - k. Media strategy & management
 - l. Content creation
 - m. Reporting (related to our deliverables)
 - n. Other marketing services, as required

(collectively the "Services").

3. Payment of Fees. Think! will charge the following fees for the provision of the Services as follows:


Role	Hourly rate
Chief Strategist	\$300
Senior Strategist	\$275
Junior Strategist	\$180
Account Team Lead	\$190
Client Strategist	\$180
Senior Project Manager	\$80
Project Manager	\$160
Executive Creative Director	\$375
Creative Director	\$325
Content Strategist	\$160
Copywriter & Content Manager	\$130
Graphic Designer	\$130
Video Editor	\$130
Digital & Social Media Strategist	\$160
Researcher and Analytics Specialist	\$130
Ad Management	\$130

or such other amount(s) as Think! and the Client may agree in writing from time to time (collectively the "Fees").

4. Budget. The budget (the "Budget") for any Project contemplated by this Scope of Agreement shall be set forth in its Statement of Work, which requires Client approval.

- 5. Term. The delivering of Services under this Scope of Agreement shall commence on the date of execution hereof and shall continue until all Projects contemplated by this Scope of Agreement are completed, unless this Scope of Agreement is terminated in accordance with the Master Agreement. If the Master Agreement is terminated or expires, this Scope of Agreement shall also terminate on the same date as the date of termination or expiration of the Master Agreement.
- 6. Amendments. No modification, amendment, or waiver of this Scope of Agreement shall be effective unless in writing and duly executed and delivered by each party to the other.

IN WITNESS THEREOF the parties hereto have caused this Scope of Agreement to be executed by their duly authorized representatives.

Destination Think! USA Inc.	Tupelo Convention & Visitors Bureau
Signed: 	Signed:
Name: Shannon Landreth	Name:
Title: Client Strategist	Title:
Date: May 22, 2020	Date:

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

Authorized Name/Organization:

Authorized Signatory:

Destination Think! USA Inc.
Rodney Payne
Chief Executive Officer
rodney@destinationthink.com
+1 778 834 6999



Date: May 29, 2020