

Master Agency Agreement

This Master Agency Agreement (this “Agreement”), effective as of July 1, 2023 (the “Effective Date”), is made by and between Haywood County Tourism Development Authority, (the “Client”), and Crawford Strategy, LLC, a South Carolina limited liability company (“Crawford”).

1. Engagement Period. The term of this Agreement (the “Term”) shall commence on the Effective Date and continue until the earlier of (i) notice of termination as provided herein, or (ii) upon completion of all effective Scopes of Work (as defined below).

2. Services; Fees. This is a master agreement. Accordingly, the parties will, from time to time, execute separate Scopes of Work (numbered sequentially) that will provide for the provision of various services (the “Services”) by Crawford to Client, all in accordance with the terms and conditions set forth therein. Such Scopes of Work shall also set forth proposed fees and expenses for the respective Services to be performed. The parties agree that such Scopes of Work will not be effective until signed by both parties.

3. Costs and Billing. Actual expenses incurred are subject to the standard agency margin of 15%, and may be billed as frequently as Crawford determines, but at least monthly. Expenses associated with media buys will be reimbursable, with matching receipts accompanying the invoices. All reimbursable expenses, such as travel, will include an accompanying receipt. Client must provide two weeks notice of any pause or cancellation of any ongoing digital media campaign. Other larger out-of-pocket costs may require a 50% or more deposit paid to Crawford before Crawford incurs the expense. Crawford will not incur out-of-pocket costs in excess of \$250 (singular or in the aggregate) without the Client’s prior approval unless they are expressly provided for in the Scope of Work. Invoices will include any applicable taxes on the invoiced amounts. Interest will accrue, at a rate of 1.5% per month, on any outstanding invoiced amounts that are not subject to good faith dispute. Crawford will invoice the Client monthly for all Services completed during the relevant billing period. The Client will pay each such invoice within 20 business days, less any amounts disputed in good faith.

4. Agency of Record. Crawford is authorized to represent the Client as Agency of Record.

5. Intellectual Property Matters

Crawford Warranty. Crawford warrants that to the best of its knowledge, after reasonable inquiry, the Work Product (as defined below) does not infringe any intellectual property rights of any third party. Crawford agrees to defend, indemnify and hold the Client harmless, including payment of reasonable attorney fees, from any loss, claim or damage arising out of (a) a breach of the foregoing representation or (b) and compensation owed a third party on account of any Work Product. The parties acknowledge that ultimate assurance of non-infringement requires legal searches of patents and trademarks conducted by legal counsel. If Client desires this assurance, Crawford will coordinate such assurance in accordance with terms and conditions agreed upon by the parties.

Client Warranty. The Client warrants that any information or material it provides

Crawford does not infringe the intellectual property rights of any third party. The Client agrees to defend, indemnify and hold Crawford harmless, including payment of reasonable attorney fees, from any loss, claim or damage arising out of a breach of the foregoing representation.

Work for Hire. All Work Product shall be deemed "work made-for-hire" as that term is defined in Article 101 of the United States Copyright Act, 17 U.S.C. Article 101 (or any successor thereto). The Client shall be deemed to be the exclusive owner of all right, title and interest, including the copyrights and any and all other intellectual property rights, in and to the Work Product.

"Work Product" means any and all products, materials, plans, designs, sketches, layouts, copy, commercials, films, photographs, illustrations, transcriptions, software, literary and artistic materials, finished or unfinished, whether created by Crawford or its agents and all drafts thereof, whether used or unused, whether or not patentable or copyrightable, that are first conceived, made or actually reduced to practice during the Term, and that were paid for by Client under this Agreement. Notwithstanding the foregoing, if both parties sign a document that specifically states that Crawford will retain ownership of specified documents, then such documents shall not become Work Product as defined herein.

Crawford Use. Crawford shall have a perpetual right to use the Work Product for the limited purpose of advertising or promoting Crawford's services, award submissions or other business development activities.

6. Confidential Information. Crawford agrees that Confidential Information (as defined below) shall:

- 1) be maintained in strict confidence, except as required otherwise by legal process (and in such event, Crawford will provide the Client with reasonable notice of such disclosure);
- 2) be used only for the purpose of and in connection with the applicable project (and not for any other reason or for the benefit of any third party);
- 3) be disclosed only to Crawford's employees, duly authorized agents and representatives who have been informed of the obligations of Crawford hereunder, who have a demonstrated need to know the information in connection with the provision of Services; and
- 4) unless otherwise agreed upon in writing, remain the sole and exclusive property of the Client.

"Confidential Information" shall mean all information disclosed by the Client to Crawford in connection with the provision of Services and noted or described as such in writing. Confidential Information may be oral information, written documents, conclusions, drafts, exhibits, software, computer-generated data, or any other form, and includes all Work Product. Information shall not be considered "Confidential Information" if such information:

- 1) was already known to Crawford prior to receipt of the information from the Client or is subsequently lawfully received by Crawford without restriction from a third party who was not known by Crawford to be under any obligation of confidentiality with respect hereto;
- 2) is publicly available at the time of its disclosure or subsequently becomes publicly available through no fault of Crawford;
- 3) can be shown by Crawford to have been developed independently by Crawford

without the use or benefit of any Confidential Information; or

- 4) is approved for public disclosure by the written authorization of the Client.

7. Termination. Either party may terminate this Agreement at any time for cause effective immediately, by giving the other party written notice of such termination. Either party may also terminate this Agreement at any time for any reason upon 30 days' notice; provided, however, such termination shall not affect any pending Scopes of Work (and the terms of this Agreement will continue to apply to those Scopes of Work until completed in accordance with their terms). Upon termination of this Agreement (except for pending Scopes of Work as provided immediately above), Crawford shall:

- 1) immediately cease performing Services;
- 2) immediately cease incurring media charges and other third-party expenses to the extent that Crawford's contracts with such third parties can be legally assigned, cancelled or terminated;
- 3) cooperate with the Client and use its best efforts to provide for a smooth transition with respect to completion of pending projects and Services and cooperate with any replacement agency with respect to transition issues; and
- 4) transfer and assign to the Client or its representatives all property data, materials, and information existing in any format in Crawford's possession that, pursuant to the terms hereof, is the Client's property (collectively, the "Client Materials").

The Client shall pay Crawford a reasonable fee for such transfer of the Client Materials if the work involved is more than de minimus. Upon such transfer and assignment, the Client shall assume all non-cancelable obligations and liabilities under third-party contracts properly entered into by Crawford hereunder. If any such third-party contracts may not be transferred or canceled, Crawford shall complete the performance of such contracts, and the Client shall reimburse Crawford for charges incurred under such contracts in the manner described in this Agreement.

The Client shall be liable to pay only for Services actually rendered prior to the effective date of termination. Crawford shall not be entitled to any fees, reimbursement, commission or other compensation for any acts or events occurring after the effective date of termination except to the extent specifically provided in this Agreement.

8. Employee Matters. During the Term and for one year thereafter, neither party shall hire any employees of the other party without the other party's written consent.

9. Miscellaneous

Venue; Governing Law. The terms of this Agreement shall be governed by the laws of the State of South Carolina. Venue and jurisdiction for any action to enforce this Agreement shall be in any state or federal court in South Carolina.

Entire Agreement. This Agreement is the entire understanding between the parties and may not be changed orally or by a writing not signed by both parties.

Severability. If any provision of this Agreement is declared to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of this Agreement, which shall be construed as nearly as possible as if such invalidity or

unenforceability had not been declared. If the scope of any restriction or obligation is too broad to permit enforcement to its full extent, then such restriction or obligation shall be enforced to the maximum extent permitted by applicable law.

Notices. Notices and other communication permitted or required under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by hand delivery or by registered or certified mail (postage prepaid, return receipt requested) or traceable UPS or FedEx, in each case addressed as follows:

If to the Client, to:

Haywood County Tourism Development Authority
91 North Lakeshore Drive, Suite 2
Lake Junaluska, NC 28745
Attn: Corrina Ruffieux

If to Crawford, to:

Crawford Strategy, LLC
201 W. McBee Avenue, Suite 150
Greenville, SC 29601
Attn: Andy Windham

Counterparts. This Agreement may be executed in multiple counterparts, including counterparts delivered by electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Survivability. The provisions of Sections 5 through 9 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Client and Crawford have executed this Agreement, effective as of the Effective Date.

Agreed and dated as of _____.

**Client: Haywood County Tourism
Development Authority**

Crawford Strategy, LLC

By: _____ (signature) By: _____ (signature)
Andy Windham

Title: _____ (print name/title) Title: President, Chief Strategy Officer