

**THOMPSON OKANAGAN TOURISM ASSOCIATION
SHARED COST ARRANGEMENT**

THIS AGREEMENT dated for reference the 31 day of MARCH, 2016

BETWEEN:

DESTINATION BC CORP. doing business as DESTINATION BRITISH COLUMBIA
("Destination BC", "DESTINATION BC", "we", "us" or "our", as applicable) with the following specified address:

12th Floor – 510 Burrard Street
Vancouver, British Columbia V6C 3A8

AND:

THOMPSON OKANAGAN TOURISM ASSOCIATION, a society incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. S-37345 (hereinafter referred to as "the Region") with the following specified address:

2280-D Leckie Road
Kelowna, British Columbia V1X 6G6

Whereas Destination BC provides funding to the Region to perform Services as set out in this Agreement;

And whereas the Region has represented that the Region has the skill and expertise necessary to perform the Services set out in this Agreement;

The parties agree as follows:

SECTION 1 - DEFINITIONS

Where used in this Agreement:

- (a) "**Agreement**" means the written agreement executed by Destination BC and the Region and is the aggregate of:
- i) this Shared Cost Arrangement including all Schedules and Appendices to this Shared Cost Arrangement; and
 - ii) any and all addenda agreed to by the parties issued after the execution of, and pursuant to, this Shared Cost Arrangement;

- (b) **"Financial Contribution"** means the total amount referred to in Schedule "B" attached to this Agreement;
- (c) **"Incorporated Material"** means material already in existence and owned by the Region as of the beginning of the Term, as well as material that is created during the Term but not paid for with any portion of the Financial Contribution;
- (d) **"Materials"** means any and all findings, data, working papers, reports, surveys, spreadsheets, evaluations, documents, data, databases, curricula and training or other materials, both printed and electronic, whether complete or not, that are produced, received, compiled or otherwise acquired by Destination BC, or provided by or on behalf of the Destination BC to the Region, as a direct result of this Agreement, including Participant Case Files and Personal Information, but does not include Incorporated Material;
- (e) **"Services"** means the services described in Schedule "A's";
- (f) **"Fiscal Year"** means the period commencing on April 1st in one calendar year and ending on March 31st in the next calendar year;
- (g) **"Term"** means the term of the Agreement as stipulated in Schedule "A's".

SECTION 2 - APPOINTMENT

2.01 Destination BC retains the Region to provide the Services during the Term.

SECTION 3 - PAYMENT OF THE FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, Destination BC will provide to the Region, the Financial Contribution, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 The Region must:
 - (a) apply for, and use reasonable efforts to obtain, any refund or remission of provincial or federal tax or duty available with respect to any items that Destination BC has paid for or agreed to pay for under this Agreement, and
 - (b) on receipt of the refund or remission, comply with the requirements concerning the use, application or remittance of that refund.
- 3.03 In order to obtain payment of any financial contribution under this Agreement, the Region must submit to Destination BC a written statement of account (invoice) in a form satisfactory to Destination BC upon completion of the Services or at other times described in Schedule "A's".
- 3.04 Destination BC may hold back payments payable to the Region under Schedule "B" until such time as the Region has completed in full and to Destination BC's satisfaction, the obligations set out in Schedule "A's" that relate to those payments. Any amount so held back will be paid to the Region by not later than thirty (30) days following completion of those obligations.

SECTION 4 – REPRESENTATIONS, WARRANTIES AND COVENANTS

4.01. The Region represents and warrants to Destination BC with the intent that Destination BC will rely thereon in entering into this Agreement that:

- (a) all information, financial statements, documents, invoices and reports furnished or submitted by it to Destination BC in connection with this Agreement are true and correct;
- (b) it has, and will maintain throughout the Term, sufficient trained staff, facilities, materials, appropriate equipment and appropriate subcontractual agreements in place and available to enable it to perform the Services;
- (c) it holds all permits, licenses, approvals and statutory authorities issued by any government, or government agency that are necessary for the performance of the Region's obligations under this Agreement;
- (d) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
- (e) it is not in breach of, or in default under, and will continue to comply with any law, statute or regulation of Canada or the Province of British Columbia applicable to or binding on it or its operations;
- (f) it has the legal capacity to enter into this Agreement, to carry out the Services contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Region
- (g) if the Region is a corporation or society or partnership, it is registered and in good standing with BC Corporate Registry;

4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Region to Destination BC under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Region under this Agreement.

4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Region are material and will have been relied upon by Destination BC and will continue in full force and effect during the Term of this Agreement.

SECTION 5 - RELATIONSHIP

5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.

5.02 The Region is recognized as, and will remain an independent organization responsible for its own Board of Directors and will act as a provincial representative of "Destination BC" programs and not as an employee of Destination BC.

5.03 The Region will not in any manner whatsoever commit or purport to commit Destination BC to the payment of money to any person, firm or corporation.

- 5.04 Destination BC may, from time to time, give instructions to the Region in relation to the Services, and the Region will comply with those instructions but, unless otherwise specified in this Agreement, the Region may determine the manner in which those instructions are carried out.

SECTION 6 - REGION'S OBLIGATIONS

- 6.01 The Region will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A's"; regardless of the date of execution or delivery of this Agreement;
- (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff to perform the Services;
- (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (f) co-operate with Destination BC in making such public announcements regarding the Services and the details of this Agreement as Destination BC requests; and
- (g) ensure that the CEO effectively communicates the relevant terms and conditions of this Agreement to their staff responsible for the applicable delivery of Services

- 6.02 You must perform the Services to the highest standard of care, skill, and diligence that is expected of a regional representative for Destination British Columbia.

- 6.03 You shall conduct yourself in a manner that does not, in our sole opinion, bring Destination BC or the Province of British Columbia into any disrepute, and you must abide by the business standards of Destination British Columbia.

SECTION 7 - RECORDS

- 7.01 The Region will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory to Destination BC;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred and in a form and content satisfactory to Destination BC; and
- (c) permit Destination BC, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Region to deliver the Services or keep any documents or records pertaining to the Services, in order for Destination BC to inspect, audit, examine, review and copy any Material.

- 7.02 The Parties agree that Destination BC does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), of the records held by the Region.

SECTION 8 - STATEMENTS AND ACCOUNTING

- 8.01 Upon the close of each fiscal year of the Term of this Agreement, the Region will provide audited financial statements for the Region's last fiscal year covering the Term of this Agreement, and the completed reports as outlined in Schedule "A's" in form and content satisfactory to Destination BC. (Note: draft audited financial statements will be accepted as outlined in Schedule "A's" with final audited financial statements to be provided to Destination BC once they have been approved by the Region).
- 8.02 At the sole option of Destination BC, and with 60 days advanced notice, any portion of the Financial Assistance provided to the Region under this Agreement and not expended at the end of the Term shall be:
- (a) returned by the Region to Destination BC;
 - (b) retained by the Region as supplemental funding with pre-approval by Destination BC; or
 - (c) deducted by Destination BC from any future funding requests submitted by the Region and approved by Destination BC.
- 8.03 The Region will use an annual balanced budget approach when developing their Annual Pro Forma. Intent for revenues generated by the Region from Destination BC programs, or as a result of Destination BC programs, will be redirected back to eligible programs as approved by Destination BC.

SECTION 9 - CONFLICT OF INTEREST

- 9.01 Prior to entering into this Agreement and throughout the Term, the Region will disclose to Destination BC any contract, arrangement, consultant, major shareholder, employee or any other circumstance whether temporary or on-going in nature that could be viewed or perceived as a conflict of interest with Destination BC. The Region will not perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of Destination BC, give rise to a conflict of interest between the obligations of the Region to Destination BC under this Agreement and the obligations of the Region to such other person, or entity.

SECTION 10 - CONFIDENTIALITY

- 10.01 The Region will treat as confidential all information or Material supplied to or obtained by the Region, or any subcontractor, as a result of this Agreement and will not, without the prior written consent of Destination BC, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Region to fulfill its obligations under this Agreement.
- 10.02 All records submitted by the Region to Destination BC, including reports, are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). All records created pursuant to the Agreement that is in the custody or control of Destination BC is subject to FOIPPA.
- 10.03 The Region will treat personal information, which is recorded information about an identifiable individual, that it may collect or create in providing the Services as confidential and not use or disclose it to any person except in accordance with applicable laws.

SECTION 11 - DEFAULT

11.01 Any of the following events will constitute an Event of Default by the Region, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative or government, namely:

- (a) the Region fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Region in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Region pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Region ceases, in the opinion of Destination BC, to operate;
- (e) a change occurs with respect to any one or more of the properties, assets, condition (financial or otherwise), business or operations of the Region which, in the opinion of Destination BC, materially adversely affects the ability of the Region to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Region;
- (g) the Region becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Region;
- (i) a compromise or arrangement is proposed in respect of the Region under the *Companies' Creditors Arrangement Act* (Canada);
- (j) a receiver or receiver-manager of any property of the Region is appointed; or
- (k) the Region permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 - TERMINATION

12.01 This Agreement will terminate on the date the Term ends as set out in Schedule "A's".

12.02 Upon the occurrence of any Event of Default and at any time thereafter Destination BC may, notwithstanding any other provision of this Agreement, at its sole option elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge Destination BC of all liability to the Region under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by Destination BC;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Region while the Event of Default continues;
- (d) waive in writing the Event of Default;
- (e) pursue any remedy or take any action available to it at law or in equity.

12.03 Destination BC may also, at its sole option, terminate this Agreement without cause upon 120 days written notice to the Region. The payment of the amount required under paragraph 12.05 of this Agreement will discharge Destination BC of all liability to the Region under this Agreement.

- 12.04 The Region may also, at its sole option, terminate this Agreement without cause upon 120 days written notice to Destination BC. In doing so the Region agrees that this action will constitute the termination of this Agreement and all obligations of the Region as set out in this section will apply.
- 12.05 Effect of Termination - Rights of Destination BC: The termination by Destination BC of the Region under this Agreement does not constitute a waiver of any of the above instances of termination, waive any rights or remedies Destination BC may have in the Agreement or otherwise at law. Destination BC is only obligated to pay for Services completed in connection with the Agreement up to and including the effective date of such termination. Termination does not relieve the Region from the Region's warranties and other responsibilities relating to the Services performed or money paid, or both, up to and including the date of termination.
- 12.06 Termination or Expiry of Agreement - Duties of the Region: Upon termination or expiry of this Agreement, the Region must, at a minimum, in addition to other provisions in this Agreement:
- a) provide to Destination BC a final report of, and all other information reasonably requested by us pertaining to the Services;
 - b) return Destination BC's Material and all other information, including, but not limited to, all signage, brochures, and promotional materials to Destination BC in accordance with this Agreement; and
 - c) return to us all other documents and records that are owed to Destination BC.
- 12.07 Reimbursement of Overpayments: Notwithstanding any other provision of this Agreement, in the event of expiry or earlier termination of this Agreement, any part of the Financial Contribution advanced by Destination BC to the Region that has not been spent for the purposes as set out in this Agreement, will be immediately returned by the Region to Destination BC and this paragraph will survive the expiry or sooner termination of this Agreement.

SECTION 13 – DISPUTE RESOLUTION

- 13.01 In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, the parties in the first instance are encouraged to resolve their differences through friendly consultations at the program level. If necessary, concerns will be escalated to include the appropriate Destination BC Vice President, and if not resolved at that level, will be escalated to the CEO of Destination BC and Regional President/CEO. In the unlikely event that differences are not resolved at the CEO level, further resolution may be sought via dialogue at the Board of Directors level of Destination BC and the Region, with the intent that the Boards recommend a resolution to the CEO of Destination BC.

SECTION 14 - INSURANCE AND INDEMNITY

- 14.01 During the Term of this Agreement, the Region will purchase and maintain at its sole cost the insurance as specified in Schedule "D", which may be amended from time to time on written notice to the Region at the sole discretion of Destination BC.
- 14.02 Without limiting the provisions of subparagraph (c) of paragraph 6.01, the Region will comply with the Workers' Compensation legislation for the Province of British Columbia and provide evidence of such compliance to Destination BC upon request.
- 14.03 The Region will indemnify and save harmless Destination BC, its directors, officers, employees, contractors and agents, from any losses, claims, damages, actions, causes of action, costs and expenses that Destination BC or any of its directors, officers, employees, contractors or agents may sustain, incur, suffer or put to at any time either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Region, or by any of the Region's agents, employees, officers, directors or subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of Destination BC or its directors, officers, employees, contractors and agents.

SECTION 15 - ASSIGNMENT AND SUBCONTRACTING

- 15.01 The Region will not, without the prior written consent of Destination BC:
- (a) assign, either directly or indirectly, this Agreement or any right of the Region under this Agreement; or
 - (b) subcontract any obligation of the Region under this Agreement.
- 15.02 No subcontract entered into by the Region will relieve the Region from any of its obligations under this Agreement or impose upon Destination BC any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon Destination BC and its assigns and the Region, the Region's successors and permitted assigns.

SECTION 16 – OWNERSHIP and LICENCING

- 16.01 The Materials and any information, equipment or other property provided by Destination BC to the Region as a result of this Agreement will:
- (a) be the exclusive property of Destination BC; and
 - (b) forthwith be delivered by the Region to Destination BC on written notice to the Region requesting delivery of the same, whether such a notice is given before, upon or after the expiration or sooner termination of this Agreement.
- 16.02 Unless otherwise agreed to, Destination BC exclusively owns all property and intellectual property rights, including copyright, in the Materials, other than in any Incorporated Material.
- 16.03 Upon Destination BC's request, the Region will deliver documents satisfactory to Destination BC waiving in favour of Destination BC any moral rights which the Region (or its employees) or a

subcontractor (or its employees) may have in the Materials, and confirming the vesting in Destination BC of the copyright in the Materials, other than any Incorporated Material.

- 16.04 Unless otherwise agreed to, upon any Incorporated Material being embedded or incorporated in the Materials, the Region hereby grants to Destination BC a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent that it remains embedded or incorporated in the Materials. If the Region is unable to grant such a license to any Incorporated Material it will, at its own expense, remove and replace that material with other comparable material for which such a license can be granted.
- 16.05 Destination BC hereby grants to the Region the limited right, during the Term, to use, reproduce and display Destination BC's graphics / trade-marks strictly in accordance with the provisions contained in Destination BC's Trade-Mark And Font License Agreement or as may be communicated to the Region by Destination BC in writing from time to time as set out in Schedule "A-1", Part 2, subparagraph 2.

SECTION 17 - OTHER FUNDING

- 17.01 If the Region receives funding for or in respect of the Services from any other person, firm, corporation or other government or governmental body, then the Region will provide a high level summary of these contributions in a manner that is satisfactory to Destination BC.

SECTION 18 - NOTICES

- 18.01 Any notice by the Region to Destination BC as contemplated by this Agreement, to be effective, must be in writing and mailed, personally delivered, faxed, or electronically transmitted to the following address:

Jacqueline Simpson
Director of North America,
Consumer Marketing Programs
Destination British Columbia
12th Floor, 510 Burrard Street
Vancouver, BC Canada V6C 3A8
T 604.660.2191
F 604.660.3383
E Jacqueline.simpson@destinationbc.ca

- 18.02 Any written communication from Destination BC to the Region must be in writing and mailed, personally delivered, faxed, or electronically transmitted to the following address:

Glenn Mandziuk
President and CEO
Thompson Okanagan Tourism Association
2280-D Leckie Road
Kelowna, British Columbia V1X 6G6
T 250-860-5999 ext. 216
F 250-860-9993
E ceo@totabc.com

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia, on the date of personal delivery if personally delivered; or on the date of transmission if faxed or sent electronically.
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the address of the party giving notice.

SECTION 19 - NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the Region of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by Destination BC and the Region.
- 19.02 The written waiver by Destination BC or any breach by the Region of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 - ENTIRE AGREEMENT

- 20.01 This Agreement including the Schedules and Appendices constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement

SECTION 21 - SURVIVAL OF PROVISIONS

- 21.01 All of the provisions of this Agreement in favour of Destination BC including, without limitation, paragraphs 3.01 to 3.04, 5.01-5.03, 7.01, 7.02, 8.02, 10.01 to 10.03, 12.01 to 12.07, 13.01, 14.01 to 14.03, 16.01 to 16.05, 18.01 to 18.04, and all of the rights and remedies of Destination BC, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

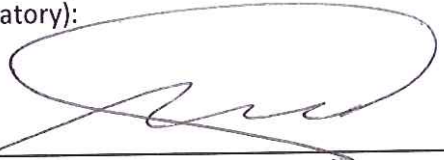
SECTION 22 - MISCELLANEOUS

- 22.01 Any additional terms attached as Schedule C will apply to this Agreement.
- 22.02 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

- 22.03 The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those Schedules) are part of this Agreement.
- 22.04 No amendment or modification to this Agreement will be effective unless it is in writing and signed by, or on behalf of the parties.
- 22.05 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.06 Nothing in this Agreement operates as a consent, permit, approval or authorization by Destination BC to or for anything related to the Services that by statute, regulation or bylaw, the Region is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.07 Provide sufficient advance notification to Destination BC's Manager, Corporate Communications of the intent to include in Region's corporate communications, any reference of any of Destination BC's tourism programs for the purpose of awareness and ensure accuracy of content.
- 22.08 Where the Region is a corporation or society, the Region warrants that the signatory has been duly authorized by the Region to execute this Agreement without corporate seal on behalf of the Region.
- 22.09 For the purpose of paragraphs 22.10 and 22.11, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party
- 22.10 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 22.11 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain Event of Force Majeure as soon as is reasonably practicable after notice of the same has come to its attention.

22.12 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

The parties hereto have executed this Agreement the day and year as set out below.

SIGNED on the <u>31</u> day of <u>MARCH</u>, 20<u>16</u> by the Region's Board Chair (or, if not an individual, on its behalf by its authorized signatory):  Signature <u>BRYAN DILBEAM</u> Print Name <u>CHAIR</u> Print Title SIGNED on the <u>31</u> day of <u>MARCH</u>, 20<u>16</u> by the Region's President/CEO (or, if not an individual, on its behalf by its authorized signatory):  Signature <u>GLENN MANDZIUKE</u> Print Name <u>CEO</u> Print Title	SIGNED on the <u>18TH</u> day of <u>April</u>, 20<u>16</u> on behalf of Destination BC Corp. by its authorized signatory: by the CEO, Destination British Columbia:  Signature <u>Marsha Walden</u> Print Name <u>Chief Executive Officer,</u> <u>Destination British Columbia</u> Print Title
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**THOMPSON OKANAGAN TOURISM ASSOCIATION
SHARED COST ARRANGEMENT
SCHEDULE A1 – GENERAL SERVICES**

PART 1 – GENERAL BACKGROUND and CONDITIONS:

1. Destination British Columbia (Destination BC) has a long standing relationship with BC's tourism regions including this Region. Although these regions represent Destination BC in a number of capacities in accordance with this Agreement, these Regions are independent organizations with their own boards and governances.
2. Destination BC and the Region anticipate mutual benefits to be derived from continued cooperation that will capitalize on complementary resources, improve access to strategic markets and contribute to attaining their common goals. The Region accepts the responsibility to represent the goals and objectives of Destination BC and its provincially-funded programs and initiatives, as outlined in Destination BC's *Service Plan*, provincial tourism strategy and goals and as communicated from time to time by Destination BC's staff.
3. Destination BC and the Region recognize that coordination of marketing and development activity with the private sector is beneficial to increasing the effectiveness of promoting tourism in the area serviced by the Region by maximizing the leverage of investment.
4. Destination BC has designated some marketing, destination and industry development activities as core (or mandatory), which support Destination BC's Global Marketing Strategy, and some discretionary activities as 'at the Region's discretion' (optional) as outlined in Schedules "A's". In recognition of the fact that each region has unique circumstances and needs flexibility to create the marketing and industry development programs that meets the needs of their respective regions and stakeholders, Destination BC and the Region have agreed to specific deliverables for all program activities (core or discretionary) that are articulated within the Region's Annual Business Plan and Pro Forma and any other reports required by Destination BC.
5. The parties agree that the details of the Deliverables and Timelines are contained within Schedule "A's" and within the supporting Destination BC Regional Program Handbook and other resources as applicable.
6. As agreed to by the Region and Destination BC, Destination BC staff will communicate regularly with regional representatives and the Regions' CEO/President to determine any modifications to regional activities that will be funded by Destination BC.

7. It is recognized by both Destination BC and the Region that the Term of this Agreement represents a period of transition for the programs and deliverables outlined in Schedule "A's". Destination BC and the Region agree to work collaboratively to develop and/or implement programs, recognizing the unique needs of the Region and in keeping with Destination BC's provincial obligations. Destination BC and the Region agree to be flexible in developing and managing program delivery across agreed to programs within realistic time frames, respecting the available human and financial resources of both parties.
8. Destination BC and the Region need to adhere to accountability and transparency required by Government and taxpayers. Destination BC funds may only be used in alignment with Destination BC's corporate strategy
9. The Region's and Destination BC's program staff pledges to conduct themselves in a respectful and cooperative manner to achieve the objectives of this Agreement.
10. In entering this Agreement, the Region will, in accordance with their own Constitution, By-Laws, and Governance Policies, be responsible for and ensure that the deliverables are executed.
11. Destination BC will:
 - follow government and departmental policies and procedures;
 - maintain publications, reports, studies, etc.;
 - ensure availability of staff with whom the Region may need to consult;
 - provide access to appropriate guidelines (reporting guidelines and templates, as applicable);
 - provide comments on draft reports within five working days from receipt of report;
 - schedule teleconferences, as required;
 - provide applicable documentation; and
 - provide other assistance or support.
12. The Region will:
 - keep all documents and proprietary information confidential and in a secure area;
 - meet all tasks and deliverables as identified in Schedule "A's" and within supporting resources as applicable ;
 - submit all written reports in hard copy and/or appropriate electronic form;
 - attend meetings with industry, as necessary; and
 - participate in teleconferences/program area meetings, as needed.

PART 2 - DELIVERABLES and SUPPORTING RESOURCES

1. A Mid-Year Performance and Relationship Review will be scheduled between Destination BC and the Region to discuss and review program delivery and working relationship for FY16-17, with the intent to adjust program delivery as necessary for the remainder of FY16-17 and as agreed to by both parties. A Year End Review will be scheduled to review FY16-17 program delivery and working relationship that will help inform any future adjustments to Destination BC programs and / or the Region's delivery of such programs as well as help to inform planning and decisions necessary to support FY17-18 deliverables for the continuation of this Agreement as set out in Schedule "A's". Destination BC will require and approve from the Region a FY17-18 Annual Business Plan, Pro Forma and other plans as necessary and agreed to in Schedule "A's".
2. **Supporting Resources:** As outlined in Part 1, subparagraph 6, the following apply:
 - Annual Regional Business Plan and Pro Forma including any Quarterly Variance Reports to these as approved by Destination BC
 - Destination BC Regional Partnerships Handbook (to be reviewed in collaboration with the Regions to ensure the contents provide practical information and tools to facilitate regional and Destination BC staff with the successful delivery of the Services outlined herein)
 - Destination BC Reporting Templates
 - Destination BC's Brand Guidelines and Graphic Standards
 - Destination BC Trade-Mark And Font License Agreement
 - Destination BC Program Area Tactical Plans and Quarterly Activity Reports (or other reports as communicated by Destination BC Program Areas)
 - Annual Stakeholder Investment Summary
 - Mid-Year and Year End Performance and Relationship Review
3. The Region will submit an Annual Regional Business Plan and Pro Forma in a format provided by or acceptable to Destination BC outlining the program activities and deliverables for FY2016-2017 and FY 2017-2018 that be approved by Destination BC as identified within this Agreement.
4. **Technical, Operational and Organizational Environment:**
It is essential that Regions utilize the templates provided, including tables and fonts. Timelines and supporting resources may change at Destination BC's discretion.
5. **Method and Source of Acceptance:**
All deliverables and services rendered under any contract are subject to inspection/approval by Destination BC's program area staff. Should any deliverables not be to the satisfaction of Destination BC, as submitted, Destination BC program staff will specify to the Region a reasonable timeframe to remedy the situation and following such timeframe shall have the right to reject it or require correction before further payment will be authorized.

PART 3 - PROJECT TIMELINES

Activities and program deliverables are on-going services so will be active during the entire Term as set out in this Agreement.

PART 4 - REPORTING

The execution of projects and program delivery will occur throughout the year, all must be completed by end of fiscal year. Within 30 days of the close of a quarter, the Region must prepare and submit a Pro Forma Variance Report to Destination BC for projects and program delivery with expenses incurred during each of the applicable preceding 3 month periods which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for the allowable Financial Contribution as outlined in Schedule "B" for their quarterly services.

The Region will communicate regularly with Destination BC program staff to ensure satisfactory progress on the identified activities as outlined and agreed to within the Region's Annual Business Plan and Pro Forma and Variance Reports to these documents and will provide reports in a format either provided by, or approved by Destination BC in accordance with the following schedule:

Program Area Reporting Requirements <i>Note: where a date falls on a weekend or statutory holiday, the reporting requirement will be due the following business day.</i>	Report to be submitted to Destination BC on or before
<i>FY 16-17 Regional Business Plan and Pro Forma</i>	<i>April 1, 2016</i>
<i>1st Quarter FY 16-17 Pro Forma Variance Report</i>	<i>July 15, 2016</i>
<i>2nd Quarter FY 16-17 Pro Forma Variance Report (FY 16-17 Regional Business Plan Update as necessary)</i>	<i>Oct. 15, 2016</i>
<i>Draft FY 17-18 Regional Business Plan and Pro Forma</i>	<i>Oct. 15, 2016</i>
<i>Destination BC Mid-Year Program Review: Overall Performance and Relationship Review between Destination BC and Region</i>	<i>Oct. 2016 (will be scheduled on a region by region basis)</i>
<i>3rd Quarter FY 16-17 Pro Forma Variance Report (FY 16-17 Regional Business Plan Update as necessary)</i>	<i>Jan 15, 2017</i>
<i>Updated FY 17-18 Regional Business Plan and Pro Forma</i>	<i>April 1, 2017</i>
<i>4th Quarter - Final FY 16-17 Pro Forma Variance Report</i>	<i>May 15, 2017</i>
<i>FY 16-17 Year End Report: Region's Year End financial audit (draft) and a final Year End report in a format either provided by, or approved by Destination BC.</i>	<i>June 15, 2017</i>
<i>Destination BC Year End Program Review: Overall Performance and Relationship Review between Destination BC and Region</i>	<i>July 2017 (prior to July 21st – will be scheduled on a region by region basis)</i>
<i>1st Quarter FY 17-18 Pro Forma Variance Report</i>	<i>July 15, 2017</i>
<i>2nd Quarter FY 17-18 Pro Forma Variance Report (FY 17-18 Regional Business Plan Update as necessary)</i>	<i>Oct. 15, 2017</i>
<i>Destination BC Mid-Year Program Review: Overall Performance and Relationship Review between Destination BC and Region</i>	<i>Oct. 2017 (will be scheduled on a region by region basis)</i>
<i>Draft FY 18-19 Annual Regional Business Plan and Pro Forma</i>	<i>To Be Determined</i>
<i>3rd Quarter FY 17-18 Pro Forma Variance Report (FY 17-18 Regional Business Plan Update as necessary)</i>	<i>Jan. 15, 2018</i>
<i>Updated FY 17-18 Regional Business Plan and Pro Forma</i>	<i>To Be Determined</i>
<i>4th Quarter - Final FY 17-18 Pro Forma Variance Report</i>	<i>May 15, 2018</i>
<i>FY 17-18 Year End Report: Region's Year End financial audit (draft) and a final Year End report in a format either provided by, or approved by Destination BC.</i>	<i>June 15, 2018</i>
<i>Destination BC Year End Program Review: Overall Performance and Relationship Review between Destination BC and Region</i>	<i>July 2018 (prior to July 21st - will be scheduled on a region by region basis)</i>

PART 5 - TERM

1. Destination BC and the Region agree to enter into a Shared Cost Arrangement (the "Agreement") to commence April 1, 2016, for a Term of two (2) years ending on July 31, 2018, with Destination BC having the option to renew the Agreement for an additional two (2) years. Destination BC will inform the Region no later than Sept 1, 2017 of the intent to renew the Agreement for an additional (2) years commencing April 1, 2018.
2. The term of this Agreement (the "Term") will, notwithstanding the date of execution and delivery of this Agreement, will commence on April 1, 2016 and will end on July 31, 2018.
3. The Financial Contribution for FY16-17 per the payment schedule outlined in Schedule B will be paid by March 31, 2017, all activities related to this Financial Contribution are to be completed by March 31, 2017 and all reports related to the Financial Contribution are to be completed by July 31, 2017. The Financial Contribution for FY17-18 per the payment schedule outlined in Schedule B will be paid by March 31, 2018, all activities related to this Financial Contribution are to be completed by March 31, 2018 and all reports related to the Financial Contribution are to be completed by July 31, 2018 provided that Destination BC receives and approves all requires materials and reports for FY16-17 as outlined within this Agreement.
4. Destination BC and the Region agree to a Mid-Year and Year End Performance and Relationship Review (the "Review"), as set out in this Agreement, and agree to mutually determine the parameters of the Review to be included in the Agreement.

**THOMPSON OKANAGAN TOURISM ASSOCIATION
SHARED COST ARRANGEMENT
SCHEDULE A2 – DESTINATION and INDUSTRY DEVELOPMENT**

1) Background and Objectives

The Destination and Industry Development division focuses on working in collaboration with other parts of government, communities, destination management organizations, sectors, and industry to enhance the global competitiveness of the travel experiences within BC. As a representative of Destination British Columbia the Region is committed to providing the benefits of a close relationship with Destination BC to communities, tourism businesses and other industry stakeholders in the province. Through the regional relationship, community tourism organizations and tourism businesses will be encouraged to access a broad range of resources, tactical opportunities, funding and expertise in three core program areas: Destination Development; Co-operative Marketing Partnerships; and Remarkable Experiences.

Destination and Industry Development Goals

- Increase BC's Net Promoter Score: increase the impact on the overall experience of travelling within BC for referrals, repeat visits, and lifetime visitor value.
- Animate BC's brand: bring BC's brand to life by introducing visitors to remarkable experiences and leverage brand through co-op marketing programs.
- Enable industry to provide remarkable experiences.
- Assist tourism businesses to provide personalized, memorable travel experiences that will amplify e-WOM, build consumer advocacy and result in repeat visitation and increased referrals.
- Create a strategic plan for tourism development and improved ROI for Government investments in tourism assets and elevate industry operators' ability to compete as a premium destination.
- Encourage and enable collaboration and alignment.
- Maximize industry satisfaction with Destination BC Programs.

The Region has been allocated, as reflected in the Annual Regional Business Plan and Pro Forma, the equivalent of 80 hours per week (4160 hours annually) for specific human resources for the implementation of Destination and Industry Development programs core requirements. These resources can be shifted annually between any of the three program areas in order to be responsive to industry uptake and at the request of Destination BC.

Over and above Destination and Industry Development core requirements, the Region can through their discretionary funds, engage in discretionary Destination and Industry Development activities as approved in advance by Destination BC that are incremental to Destination BC's core programs.

Destination BC will pay costs associated with Destination and Industry Development program meetings and workshop expenses (meeting facilities, audio-visual, catering and other meeting related costs) as part of a program area's core requirements. Travel by the Region to attend any Destination and Industry Development program meetings, workshops and/or stakeholder consultations (both in region and Vancouver) is a Destination and Industry Development program expense, covered by the Region and included in the Annual Regional Pro Forma.

2) Standards of Performance:

Destination Development Planning and Execution:

Core Requirements:

- Assist in the identification of planning areas;
- Liaise with regional stakeholders to enable participation in destination development planning;
- Active attendance and participation in planning meetings and contribute to the development of draft and final planning area and regional strategies;
- Organize and coordinate stakeholder consultations and planning workshops;
- Provide continued leadership to assist and support in the coordination of planning area's implementation programs;
- Report on learnings from destination development planning processes.

Discretionary Activities:

Regional Specific Destination Development Programs

- As outlined within the Region's Annual Business Plan and approved in advance by Destination BC, work on destination development projects incremental to Destination BC core program activities.

Co-op Marketing Open Pool:

Core Requirements:

Work with communities in consortium development

- Applications will be evaluated by Destination BC staff. However, Regions will have a role in the review process for Community Consortia applications to provide input and regional insights.
- Regions are not involved in sector marketing programs, except where it's not being delivered by provincial sectors.

Remarkable Experiences:

Core Requirements:

- Provide input into the design of the Remarkable Experiences Program model and the professional development tools created.
- Post pilots; work with Destination BC to launch the Remarkable Experiences Program based on the learning from the pilots and scale up the program to make it inclusive to all regional tourism businesses.
- Work with Destination BC to identify, recruit and provide recommendations on tourism operators' applications to participate in the Remarkable Experiences Program.
- Provide day-to-day business advisory support, including coaching/mentoring to help the tourism operators engaged in the Remarkable Experiences Program to improve their own business effectiveness.
- Attend program training as required.

3) Deliverables Key Performance Measures

Note: *Deliverables and Key Performance Measures are only applicable to those program activities being administered by the Region as agreed to between the Region and Destination BC.*

Destination Development

- Appropriate representation and number of stakeholders attending and actively participating in planning meetings
- The Region actively participates in planning meetings;
- Minimum of 1 Planning Area Strategy each year;
- Maintenance of database of community level stakeholder contacts;
- Participation in monthly conference call;

Co-Op Marketing and Community Support

- # communities/consortiums engaged with
- # communities attending Destination BC brand webinar/workshop

Remarkable Experiences

- # of clusters identified with supporting rationale; final decision to be made by Destination BC
- # of businesses recruited and accepted into the program (Destination BC will lead recruitment efforts with the Region's support)
- # of program applications reviewed and recommendations provided
- Attend 1-day of training in person in Vancouver (to be determined)
- # of meetings attended (both administrative and educational meetings/modules)
- Provide additional mentoring and ongoing communication with participants as might be determined by participant needs

4) Project Timeline

Destination and Industry Development activities are on-going services so will be active during the entire Term as set out in this Agreement.

5) Reporting

The Region will communicate regularly with Destination BC program staff to ensure satisfactory progress on the identified activities as outlined and agreed to within the Region's Annual Business Plan and Pro Forma and will provide reports in a format either provided by, or approved by Destination BC in accordance with the following schedule:

Program Area Reporting Requirements <i>Note: where a date falls on a weekend or statutory holiday, the reporting requirement will be due the following business day.</i>	Report to be submitted to designated Destination BC program area on or before
<i>1st Quarter Activity Report : Destination Development, Co-op Marketing</i>	<i>July 15, 2016</i>
<i>2nd Quarter Activity Report : Destination Development, Co-op Marketing</i>	<i>Oct. 15, 2016</i>
<i>Destination BC Mid-Year Program Review: Destination Development, Co-op Marketing, Remarkable Experiences</i>	<i>Oct. 2016 (will be scheduled on a region by region basis)</i>
<i>3rd Quarter Activity Report : Destination Development, Co-op Marketing</i>	<i>Jan. 15, 2017</i>
<i>4th Quarter - Final Activity Report : Destination Development, Co-op Marketing</i>	<i>May 15, 2017</i>
<i>1st Quarter Activity Report : Destination Development, Co-op Marketing</i>	<i>July 15, 2017</i>
<i>Destination BC Year End Program Review: Destination Development, Co-op Marketing, Remarkable Experiences</i>	<i>July 2017 (prior to July 21st – will be scheduled on a region by region basis)</i>
<i>2nd Quarter Activity Report: Destination Development, Co-op Marketing</i>	<i>Oct. 15, 2017</i>
<i>Destination BC Mid-Year Program Review: Destination Development, Co-op Marketing, Remarkable Experiences</i>	<i>Oct. 2017 (will be scheduled on a region by region basis)</i>
<i>3rd Quarter Activity Report: Destination Development, Co-op Marketing</i>	<i>Jan. 15, 2018</i>
<i>4th Quarter - Final Activity Report: Destination Development, Co-op Marketing</i>	<i>May 15, 2018</i>
<i>Destination BC Year End Program Review: Destination Development, Co-op Marketing, Remarkable Experiences</i>	<i>July 2018 (prior to July 21st – will be scheduled on a region by region basis)</i>

**THOMPSON OKANAGAN TOURISM ASSOCIATION
SHARED COST ARRANGEMENT
SCHEDULE A3 – GLOBAL MARKETING**

1) Background and Objectives

The role of Destination BC's Global Marketing division is to develop and deliver marketing programs and activities that support Destination BC's strategic goals, specifically to achieve the highest tourism revenue and share growth in Canada, and secure the highest Net Promoter Score in North America. As a representative of Destination BC, the Region is uniquely positioned to support the provincial destination brand, provide information on the existing and new products, services and experiences which resonate with travelers, to holistically market the Region as a destination, provide support to travel trade and media, and enhance relationships with tourism businesses.

Global Marketing Division core objectives and strategies:

1. Achieve annual increases in visitor expenditures and volumes from our top 10 markets (BC, AB, ON, WA, CA, GER, UK, JPN, CHINA, AUS).
2. Amplify and strengthen BC's world reputation.
3. Strengthen BC's brand health and resonance.
4. Increase brand engagement and traveller advocacy.
5. Achieve market leader status for travel trade relationships.

Destination BC will achieve these objectives by focusing on three key marketing strategies:

- Captivate: Create emotional urgency to visit BC
- Advocate: Amplify traveller advocacy about BC
- Generate: Generate leads for BC tourism businesses and travel trade

The Region will contribute towards Destination BC achieving these provincial objectives by performing the following marketing activities.

2) Standards of Performance

Travel Trade

- Develop and maintain strong working relationships with industry and community stakeholders and provide on-going education on the value of travel trade activities.
- Work with Destination BC's travel trade team to implement a Provincial Travel Trade Plan.
- Familiarization trips coordination ranging from collaboration with Destination BC team on support required, fam trip itinerary development, coordination and preparation, supplier engagement and expectations, and achievement of 80% or higher satisfaction rate.
- Communicate with stakeholders to maintain awareness of tourism products offered in the region and conduct site inspections in needed.
- Identify need for product development and proactively assist stakeholders to deliver suitable export-ready product for the international market or increase product offerings in the market.
- Respond to client and Destination BC team questions and leads as required.

Discretionary Activities:

- Attend Canada's West Marketplace® and Rendez-vous Canada as part of Team BC.
- Conduct Receptive Tour Operator sales calls to introduce and promote regional product.

Travel Media Relations

Core Requirements:

- Develop and maintain strong working relationships with industry and community stakeholders and provide on-going education on the value of travel media activities.
- Collaborate with Destination BC's Travel Media Relations team to implement the Provincial Travel Media Plan.
- Communicate with stakeholders to maintain awareness of tourism products offered in the region and conduct site inspections in needed.
- Communicate with key media, provide relevant and appropriate story ideas/press kit materials, and ensure appropriate frequency of communication to maintain relationship building.
- Press trip coordination ranging from collaboration with Destination BC team on support required, press trip itinerary development, coordination and preparation, supplier engagement and expectations, and updating of Maximizer database on an ongoing basis.

Discretionary Activities:

- Attend key travel media shows (Go Media and Canada Media Marketplace) as part of Team BC.
- Attend key media events (Seattle, Calgary, Vancouver) as part of Team BC.

Marketing Communications and Brand Alignment

Core Requirements:

- Every effort is to be made to use on-brand imagery and tone of voice when promoting/marketing the Region.
- Identify and help prioritize still and video imagery gaps and work with Destination BC to fill these gaps.
- No taglines other than *Super, Natural British Columbia* may be used
- No new brands may be created without prior written consent by Destination BC
- Creative should be reviewed with Destination BC prior to execution in a timely manner and the Region will collaborate with Destination BC to arrive at a satisfactory on-brand execution of the creative.
- Advise Destination BC of training needs regarding the brand, and work with Destination BC to ensure creative suppliers and staff are fully conversant regarding the brand.
- Region will help to educate key stakeholders about the brand, its pillars and benefits of alignment.

Social Media

Core Requirements:

- Collaborative planning with Destination BC's social media team, including implementation of processes, training and creation of a content calendar for the region.
- Media Education to Stakeholders on the value of social media activities.

Content Development

Core Requirements:

- On a monthly basis, source and provide relevant timely content supporting the region's tourism product and experiences to help support Destination BC marketing programs (including social media, travel media, travel trade and consumer marketing channels).
- Help source user generated content (UGC) from the region such as guestagrammers and bloggers, and assist with the coordination of influencer trips or other in-region visits that generate content for Destination BC or third-party channels.
- Contribute to the planning cycle of Destination BC's cross-channel content calendar.

Discretionary Regional Promotional Marketing

Discretionary Activities:

- Touring and Exploring focussed promotions with the product focus on journeys that encompass several destinations and activities over multiple days throughout a large geographical area.
- Website Integration and Technology Alignment.

3) Deliverables Key Performance Measures

Note: *Deliverables and Key Performance Measures are only applicable to those program activities being administered by the Region as agreed to between the Region and Destination BC.*

Travel Trade:

- # of appointments at tradeshows,
- # of fams

Travel Media Relations:

- # of appointments at shows,
- # of media trips

Marketing Communications and Brand Alignment

- Send all creative to Destination BC for review/approval on a timely basis, i.e., min 5 days prior to production due date.

Social Media

- Communicate monthly with Destination BC Social Media team providing timely updates of region's tourism product and experiences to support Destination BC Social Media Strategy and activities.

Content Development

- Communicate monthly with Destination BC Content Development team providing timely updates of region's tourism product and experiences to support Destination BC Content Development Strategy and activities.

Discretionary Regional Promotional Marketing

- # of referrals to industry from marketing activities and digital properties
- # of aggregated paid content and/or advertising impressions
- # of sessions to digital properties
- # of stakeholders engaged in Regional marketing activities and / or % of total stakeholders in Region
- Level of stakeholder investment
- Prepare a Regional Marketing Plan (“Marketing Plan”) on or before Oct. 15, 2016 (Oct. 15, 2017), demonstrating alignment to the provincial tourism strategy and provincial Global Marketing Plan, for approval by Destination BC. Template as provided by Destination BC. Marketing Plan subject to approval by Destination BC by October 31st of each year.
 - Activities within the Marketing Plan adhere to Discretionary Regional Promotional Marketing (Reserved Pool) guidelines as provided in the Destination BC Regional Programs Handbook.
- To support the Marketing Plan, complete a Regional Marketing Project Tracking Sheet (“Tracking Sheet”) prior to December 31st each year.
- Substantive changes to the Marketing Plan or changes to specific marketing projects outlined in the Tracking Sheet are promptly communicated to Destination BC for approval.
- At end of each Fiscal detailing a list of stakeholders who participate in regional marketing projects, their level of investment and administration fee paid. Complete a Year End Marketing Plan Report in June of each year. Format as outlined in the Handbook.

4) Project Timeline

Global Marketing activities are on-going services so will be active during the entire Term as set out in this Agreement.

5) Reporting

The Region will communicate regularly with Destination BC program staff to ensure satisfactory progress on the identified activities as outlined and agreed to within the Region's Annual Business Plan and Pro Forma and will provide reports in a format either provided by, or approved by Destination BC in accordance with the following schedule:

Program Area Requirement <i>Note: where a date falls on a weekend or statutory holiday, the reporting requirement will be due the following business day.</i>	Report to be submitted to designated DESTINATION BC program area on or before
<i>FY16-17 Annual Regional Marketing Project Tracking sheet</i>	<i>April 1, 2016</i>
<i>1st Quarter Activity Report: Travel Trade, Travel Media</i>	<i>July 15, 2016</i>
<i>2nd Quarter Activity Report: Travel Trade, Travel Media, Discretionary Regional Promotional Marketing</i>	<i>Oct. 15, 2016</i>
<i>Draft FY17-18 Annual Regional Marketing Plan</i>	<i>Oct. 15, 2016</i>
<i>Destination BC Mid-Year Program Review: Travel Trade, Travel Media, Brand Alignment, Social Media, Content Development, Discretionary Regional Promotional Marketing</i>	<i>Oct. 2016 (will be scheduled on a region by region basis)</i>
<i>Draft FY17-18 Annual Regional Marketing Project Tracking Sheet</i>	<i>Dec. 31, 2016</i>
<i>3rd Quarter Activity Report: Travel Trade, Travel Media</i>	<i>Jan. 15, 2017</i>
<i>Updated FY17-18 Annual Regional Marketing Plan</i>	<i>April 1, 2017</i>
<i>Updated FY17-18 Annual Regional Marketing Project Tracking Sheet</i>	<i>April 1, 2017</i>
<i>4th Quarter - Final Activity Report: Travel Trade, Travel Media, Discretionary Regional Promotional Marketing</i>	<i>May 15, 2017</i>
<i>1st Quarter Activity Report: Travel Trade, Travel Media</i>	<i>July 15, 2017</i>
<i>Destination BC Year End Program Review: Travel Trade, Travel Media, Brand Alignment, Social Media, Content Development, Discretionary Regional Promotional Marketing</i>	<i>July 2017 (prior to July 21st – will be scheduled on a region by region basis)</i>
<i>2nd Quarter Activity Report: Travel Trade, Travel Media, Discretionary Regional Promotional Marketing</i>	<i>Oct. 15, 2017</i>
<i>Destination BC Mid-Year Program Review: Travel Trade, Travel Media, Brand Alignment, Social Media, Content Development, Discretionary Regional Promotional Marketing</i>	<i>Oct. 2017 (will be scheduled on a region by region basis)</i>
<i>Draft FY18-19 Annual Regional Marketing Plan</i>	<i>To Be Determined</i>
<i>Draft FY18-19 Annual Regional Marketing Project Tracking Sheet</i>	<i>To Be Determined</i>
<i>3rd Quarter Activity Report: Travel Trade, Travel Media</i>	<i>Jan. 15, 2018</i>
<i>Updated FY18-19 Annual Regional Marketing Plan</i>	<i>To Be Determined</i>
<i>Updated FY18-19 Annual Regional Marketing Project Tracking Sheet</i>	<i>To Be Determined</i>

<i>4th Quarter - Final Activity Report: Travel Trade, Travel Media, Discretionary Regional Promotional Marketing</i>	<i>May 15, 2018</i>
<i>Destination BC Year End Program Review: Travel Trade, Travel Media, Brand Alignment, Social Media, Content Development, Discretionary Regional Promotional Marketing</i>	<i>July 2018 (prior to July 21st – will be scheduled on a region by region basis)</i>

**THOMPSON OKANAGAN TOURISM ASSOCIATION
SHARED COST ARRANGEMENT
SCHEDULE B – FINANCIAL CONTRIBUTION**

1. Notwithstanding any other provision of this Agreement, Destination BC will pay the Region up to a maximum amount of \$1,370,000 for each of the fiscal years of the Agreement, not to exceed the aggregate of \$2,740,000.
2. Payment by Destination BC of any part of the Financial Contribution to the Region, in the fulfillment of the obligations under this Agreement, will be made as follows:
 - a) upon signing of this contract and with receipt opening FY16-17 Pro Forma Variance Report and invoice, a payment amount of \$685,000 on or after April 1, 2016; and
 - b) upon receipt of Quarterly Pro Forma Variance Report and invoice, a payment amount of \$274,000 on or after July 8, 2016; and
 - c) upon receipt of Quarterly Pro Forma Variance Report and invoice, a payment amount of \$274,000 on or after Oct. 14, 2016; and
 - d) upon receipt of Quarterly Pro Forma Variance Report and invoice, a payment amount of \$137,000 on or after Jan. 13, 2017; and
 - e) upon, receipt of FY16-17 Region's Year End financial audit (draft) and FY16-17 final reports on or before June 16, 2017 to the satisfaction of Destination BC will be required along with any other reporting requirements identified within this Agreement. Failure to provide Year End reports may impact the Region's continued FY17-18 Financial Contribution; and
 - f) upon receipt of Quarterly Pro Forma Variance Report and invoice, a payment amount of \$685,000 on or after April 1, 2017; and
 - g) upon receipt of Quarterly Pro Forma Variance Report and invoice, a payment amount of \$274,000 on or after July 14, 2017; and
 - h) upon receipt of Quarterly Pro Forma Variance Report and invoice, a payment amount of \$274,000 on or after Oct. 13, 2017; and
 - i) upon receipt of Quarterly Pro Forma Variance Report and invoice, a payment amount of \$137,000 on or after Jan. 12, 2018; and
 - j) upon, receipt of FY17-18 Region's Year End financial audit (draft) and FY17-18 final reports on or before June 15, 2018 to the satisfaction of Destination BC will be required along with any other reporting requirements identified within this Agreement. Failure to provide Year End reports may impact the Region's ability to enter into future Shared Cost Arrangements with Destination BC.
3. Destination BC and the Region agree to enter into a Shared Cost Arrangement (the "Agreement") to commence April 1, 2016, for a Term of two (2) years ending on July 31, 2018, with Destination BC having the option to renew the Agreement for an additional two (2) years. Destination BC will inform the Region no later than Sept 1, 2017 of the intent to renew the Agreement for an additional (2) years commencing April 1, 2018.

**THOMPSON OKANAGAN TOURISM ASSOCIATION
SHARED COST ARRANGEMENT
SCHEDULE C – Additional Terms**

No additional terms

**THOMPSON OKANAGAN TOURISM ASSOCIATION
SHARED COST ARRANGEMENT
SCHEDULE D – INSURANCE**

1. The Region must, without limiting the Region's obligations or liabilities and at the Region's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to Destination BC:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include Destination BC as an additional insured,
 - (ii) be endorsed to provide Destination BC with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) Automobile Liability on all vehicles owned, operated or licensed by the Region in an amount not less than 2,000,000 per occurrence.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of Destination BC.
3. The Region must provide Destination BC with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Region must provide to Destination BC evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Region must provide to Destination BC within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by Destination BC at any time, the Region must provide to Destination BC certified copies of the required insurance policies.
4. The Region must obtain, maintain and pay for any additional insurance which the Region is required by law to carry, or which the Region considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Region's sole discretion.

**THOMPSON OKANAGAN TOURISM ASSOCIATION
SHARED COST ARRANGEMENT
APPENDIX 1 – PERFORMANCE & RELATIONSHIP REVIEW**

Part 1 - Review Objectives:

The purpose of the Performance Review is to evaluate the performance and agreed to delivery of programs between Destination BC and the Region in an open and respectful manner, with the intent to improve the performance and program delivery as required through specific, actionable feedback.

The purpose of the Relationship Review is to evaluate the working relationship between Destination BC and the Region in an open and respectful manner, with the intent to improve the working relationship as required through specific, actionable feedback.

Part 2 - Review Timing and Reporting:

The Performance and Relationship Review (the “Review”) will take place concurrently and as set out in Schedule “A-1” and summarized in this Appendix, the Mid-Year Review will be scheduled in Oct. 2017 and Oct. 2018 with dates set on a region by region basis. The Year End Review will be scheduled in July 2017 and July 2018 (prior to July 21st each year) with dates set on a region by region basis.

Neither the formal Mid-Year and Year End Performance and Relationship Review should preclude Destination BC and the Region from resolving issues as they arise, in a timely and respectful manner.

To facilitate effective Review’s all necessary reporting as outlined in Schedule “A’s” must be received in on time and in a format either provided by or agreed to by Destination BC.

Part 3 - Participation:

Performance Review

Participation in the Performance Review is expected to be between the CEO’s of Destination BC and the Region, to discuss broadly the performance and program delivery for the Mid-Year and Year End Reviews. Additional program staff from Destination BC and the Region may be desirable and will be discussed and agreed to before, or at the time of scheduling the Review with the Region.

Relationship Review

Participation in the Performance Review is expected to be between the CEO’s of Destination BC and the Region, to discuss broadly the performance and program delivery for the Mid-Year and Year End Reviews. Additional representation from either Destination BC and the Region may be desirable and will be discussed and agreed to before, or at the time of scheduling the Review with the Region.

PART 4 - PERFORMANCE REVIEW DISCUSSION GUIDE:
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The following questions are meant as a guideline for conversation only and may be modified from time to time over the duration of the Term and any changes will be provided in advance to the Region prior to the scheduled Mid-Year and Year End Reviews:

1. Have the necessary deliverables and reporting timelines been met to the satisfaction of Destination BC for all programs including Annual Business Plans; Pro Formas; Quarterly Reports; Year End Audit and Financial Reports; and others as set out in the Agreement?
 - a. Are there any aspects of either program delivery or reporting that need to be addressed?
2. Have the programs delivered by the Region (core and discretionary) been consistent with those activities articulated within the Region's Annual Business Plan and Pro Forma and approved by Destination BC?
 - a. If not, why?
 - b. Are there any program areas that require adjusting within the Region's Plans?
 - c. Have the funds provided by Destination BC been applied for only approved programs?
3. Have the staff resources within the Region delivered the agreed to programs in a professional and timely manner in partnership with Destination BC and industry (e.g. is there sufficient staff levels in place; do they have the necessary skills; is sufficient time being spent on program delivery)?
4. Describe how the Region has helped to meet Destination BC's goals and objectives to:
 - a. increase tourism visitation and revenue from key markets;
 - b. increase BC's Net Promoter Score;
 - c. improve the overall travel experience; and
 - d. connect with tourism businesses, communities and sector groups to maximize industry satisfaction and participation with Destination BC Programs.
5. How has the Region contributed towards bringing BC's brand to life?
 - a. Are there areas of concern?
 - b. Are there additional opportunities to consider?
6. Are there any other concerns and / or opportunities to be explored to help enhance programs and the delivery of them within your Region?
7. For the next (6 months / year) what will be the Region's top three priorities?

PART 5 – RELATIONSHIP REVIEW DISCUSSION GUIDE

The following questions are meant as a guideline for conversation only and may be modified from time to time over the duration of the Term and any changes will be provided in advance to the Region prior to the scheduled Mid-Year and Year End Reviews:

1. Does the Region understand Destination BC's corporate strategy and expected outcomes as it relates to their region? How could this be improved?
2. Does Destination BC understand the unique attributes and circumstances of the Region (e.g., stakeholder needs, environmental and economic issues, etc.)? How could this be improved?
3. Has the Region conducted themselves in a respectful and cooperative manner to achieve the objectives of this Agreement?
4. What is the most positive aspect of the current Destination BC / Region relationship?
 - a. Why do you think this is a strong area?
5. What has been the greatest success in working together over the past six months?
 - a. What made it successful?
6. What do you feel is the weakest aspect of the current Destination BC / Region relationship?
 - a. How could this area be addressed?
7. How does Destination BC and the Region handle challenges when they arise?
 - a. Is it done in a fair, expeditious and reasonable manner, across program areas?
 - b. What has been the greatest challenge in working together over the six months?
 - c. What made it challenging?
8. Is there openness to receive new ideas or approaches to opportunities or issues?
 - a. If not, how could this be addressed?
9. Do Destination BC / Region teams show respect for each other's opinions?
10. What is the one aspect of the relationship that causes the most concern?
 - a. How do you propose we address this concern?

PART 6 - SUMMARY OF REPORTING REQUIREMENTS FY16-17 / FY17/18	
Program Area Reporting Requirements <i>Note: where a date falls on a weekend or statutory holiday, the reporting requirement will be due the following business day.</i>	Report to be submitted to Destination BC on or before
<i>FY 16-17 Regional Business Plan and Pro Forma</i>	<i>April 1, 2016</i>
<i>FY16-17 Annual Regional Marketing Project Tracking sheet</i>	<i>April 1, 2016</i>
<i>1st Quarter FY 16-17 Pro Forma Variance Report</i>	<i>July 15, 2016</i>
<i>1st Quarter Activity Report : Destination Development, Co-op Marketing, Travel Trade, Travel Media</i>	<i>July 15, 2016</i>
<i>2nd Quarter FY 16-17 Pro Forma Variance Report (FY 16-17 Regional Business Plan Update as necessary)</i>	<i>Oct.15, 2016</i>
<i>2nd Quarter Activity Report : Destination Development, Co-op Marketing, Travel Trade, Travel Media, Discretionary Regional Promotional Marketing</i>	<i>Oct.15, 2016</i>
<i>Draft FY 17-18 Regional Business Plan and Pro Forma</i>	<i>Oct. 15, 2016</i>
<i>Draft FY17-18 Annual Regional Marketing Plan</i>	<i>Oct. 15, 2016</i>
<i>Destination BC Mid-Year Program Review: Overall Performance and Relationship Review between Destination BC and Region for all programs</i>	<i>Oct. 2016 (will be scheduled on a region by region basis)</i>
<i>Draft FY17-18 Annual Regional Marketing Project Tracking Sheet</i>	<i>Dec. 31, 2016</i>
<i>3rd Quarter FY 16-17 Pro Forma Variance Report (FY 16-17 Regional Business Plan Update as necessary)</i>	<i>Jan 15, 2017</i>
<i>3rd Quarter Activity Report : Destination Development, Co-op Marketing, Travel Trade, Travel Media</i>	<i>Jan. 15, 2017</i>
<i>Updated FY 17-18 Regional Business Plan and Pro Forma</i>	<i>April 1, 2017</i>
<i>Updated FY17-18 Annual Regional Marketing Plan</i>	<i>April 1, 2017</i>
<i>Updated FY17-18 Annual Regional Marketing Project Tracking Sheet</i>	<i>April 1, 2017</i>
<i>4th Quarter - Final FY 16-17 Pro Forma Variance Report</i>	<i>May 15, 2017</i>
<i>4th Quarter - Final Activity Report : Destination Development, Co-op Marketing, Travel Trade, Travel Media, Discretionary Regional Promotional Marketing</i>	<i>May 15, 2017</i>
<i>FY 16-17 Year End Report: Region's Year End financial audit (draft) and a final Year End report in a format either provided by, or approved by Destination BC.</i>	<i>June 15, 2017</i>
<i>1st Quarter FY 17-18 Pro Forma Variance Report</i>	<i>July 15, 2017</i>
<i>1st Quarter Activity Report : Destination Development, Co-op Marketing, Travel Trade, Travel Media</i>	<i>July 15, 2017</i>
<i>Destination BC Year End Program Review: Overall Performance and Relationship Review between Destination BC and Region for all programs</i>	<i>July 2017 (prior to July 21st – will be scheduled on a region by region basis)</i>

<i>2nd Quarter FY 17-18 Pro Forma Variance Report (FY 17-18 Regional Business Plan Update as necessary)</i>	<i>Oct. 15, 2017</i>
<i>2nd Quarter Activity Report: Destination Development, Co-op Marketing, Travel Trade, Travel Media, Discretionary Regional Promotional Marketing</i>	<i>Oct. 15, 2017</i>
<i>Destination BC Mid-Year Program Review: Overall Performance and Relationship Review between Destination BC and Region for all programs</i>	<i>Oct. 2017 (will be scheduled on a region by region basis)</i>
<i>* Draft FY 18-19 Annual Regional Business Plan and Pro Forma</i>	<i>To Be Determined</i>
<i>* Draft FY18-19 Annual Regional Marketing Plan</i>	<i>To Be Determined</i>
<i>* Draft FY18-19 Annual Regional Marketing Project Tracking Sheet</i>	<i>To Be Determined</i>
<i>3rd Quarter FY 17-18 Pro Forma Variance Report (FY 17-18 Regional Business Plan Update as necessary)</i>	<i>Jan. 15, 2018</i>
<i>3rd Quarter Activity Report: Destination Development, Co-op Marketing, Travel Trade, Travel Media</i>	<i>Jan. 15, 2018</i>
<i>* Updated FY 18-19 Annual Regional Business Plan and Pro Forma</i>	<i>To Be Determined</i>
<i>* Updated FY18-19 Annual Regional Marketing Plan</i>	<i>To Be Determined</i>
<i>* Updated FY18-19 Annual Regional Marketing Project Tracking Sheet</i>	<i>To Be Determined</i>
<i>4th Quarter - Final FY 17-18 Pro Forma Variance Report</i>	<i>May 15, 2018</i>
<i>4th Quarter - Final Activity Report: Destination Development, Co-op Marketing, Travel Trade, Travel Media, Discretionary Regional Promotional Marketing</i>	<i>May 15, 2018</i>
<i>FY 17-18 Year End Report: Region's Year End financial audit (draft) and a final Year End report in a format either provided by, or approved by Destination BC.</i>	<i>June 15, 2018</i>
<i>Destination BC Year End Program Review: Overall Performance and Relationship Review between Destination BC and Region for all programs</i>	<i>July 2018 (prior to July 21st - will be scheduled on a region by region basis)</i>

* As set out in Schedule "A-1" Part 5 subparagraph 1 – Term: 1. Destination BC and the Region agree to enter into a Shared Cost Arrangement (the "Agreement") to commence April 1, 2016, for a Term of two (2) years ending on July 31, 2018, with Destination BC having the option to renew the Agreement for an additional two (2) years. Destination BC will inform the Region no later than Sept 1, 2017 of the intent to renew the Agreement for an additional (2) years commencing April 1, 2018.

**DESTINATION BC TRADE-MARK AND FONT LICENSE AGREEMENT with
THOMPSON OKANAGAN TOURISM ASSOCIATION**

THIS AGREEMENT made effective as of April 1, 2016 (the “Effective Date”).

BETWEEN:

DESTINATION BC CORP. doing business as DESTINATION BRITISH COLUMBIA (“Destination BC”)
with the following specified address:

12th Floor – 510 Burrard Street
Vancouver, British Columbia
V6C 3A8

AND:

THOMPSON OKANAGAN TOURISM ASSOCIATION, a society incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. S-37345 and having its head office at:

2280-D Leckie Road,
Kelowna, British Columbia
V1X 6G6

(the “Licensee”)

BACKGROUND:

- A. Pursuant to the *Trade-marks Act* (Canada), Destination BC is the owner of certain official marks and Trade-marks adopted, used and registered by it.
- B. The Licensee wishes to obtain from Destination BC and Destination BC wishes to grant to the Licensee a license to use and reproduce certain of Destination BC’s marks referred to in paragraph 5 hereof (the “Marks”) as well as the “Great Forest” family of fonts and special characters (the “Font”) created for Destination BC specifically for use in association with British Columbia’s tourism industry, as set out in the Typography Guide attached as Schedule “A” to this Agreement (the “**Typography Guide**”), as may be amended by Destination BC from time to time (the Marks and the Font are collectively referred to as the “**Licensed Materials**”), on the terms and conditions contained in this Agreement.

IN CONSIDERATION OF the mutual promises set out below, the parties agree as follows:

- 1. Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement will commence on the Effective Date and will end on July 31, 2018, unless sooner terminated in accordance with this Agreement or renewed by the mutual agreement of the parties in writing (the “**Term**”).
- 2. Destination BC is the owner of the full right, title and interest in and to the Licensed Materials and, with the exception of the rights being licensed hereunder, all rights relating thereto are expressly reserved by Destination BC.

3. Destination BC hereby grants to the Licensee for the Term, subject to the terms and conditions contained in this Agreement, a non-exclusive, limited right and license to use and reproduce the Licensed Materials worldwide in association with the promotion of British Columbia tourism and the provision of tourism information (the "Licensed Services") and such other wares, services or purposes as may be specifically designated in writing from time to time by Destination BC in advance (collectively, the "Permitted Use").
4. At the end of the Term, the Licensee will immediately cease all further use or reproduction of the Licensed Materials for any purpose and will deliver up or permanently delete all versions of the Licensed Materials that are in its possession or under its control.
5. The following are the Marks that are licensed to the Licensee for the Permitted Use pursuant to this Agreement:
 - (a) SUPER, NATURAL BRITISH COLUMBIA, Registration No. TMA577,920
 - (b) SUPER, NATURAL BRITISH COLUMBIA CANADA & Leaf Design, Application No. 1700717



- (c)

- (d)

- (e) SUPER, NATURAL, Registration No. TMA663,207
- (f) HELLO BC, Registration No. TMA533,841

or such other additional or replacement marks as may be communicated to the Licensee from time to time during the Term.

6. Any and all prior agreements or understandings between Destination BC and the Licensee, whether written or oral, relating to the licensing of all or any of the Licensed Materials are hereby revoked and the provisions of this Agreement alone shall be determinative of the conditions pursuant to which the Licensee shall be licensed to use the Licensed Materials. The Licensee acknowledges that any use of the Licensed Materials by it to date has been subject to the approval of and has been licensed by Destination BC.

7. The Licensee shall only use the Licensed Materials in accordance with this Agreement and in accordance with the Typography Guide and the Logo Guidelines, a current copy of which is attached as Schedule "B", or other applicable guidelines or graphic standards as may be provided by Destination BC to the Licensee from time to time (collectively, the "Guidelines"). The Licensee agrees to comply with the Guidelines and acknowledges that they form a part of this Agreement.
8. The Licensee shall not have the right to sublicense the use or reproduction of the Licensed Materials to any other party except as may be necessary for the Licensee to exercise the rights granted to it under this Agreement.
9. As and where directed by Destination BC, the Licensee will give public notice of the fact that its use of the Marks is a licensed use, and identifying Destination BC as the owner of the Marks in the following manner: "Trade-marks owned by Destination BC Corp. and used under license."
10. The Licensee hereby acknowledges Destination BC's ownership of the Licensed Materials and the goodwill relating thereto and agrees not to use the Licensed Materials in any manner not authorized under or in accordance with this Agreement.
11. The Licensee agrees that its usage of the Licensed Materials shall at all times be under the control of Destination BC and the Licensee agrees to cooperate with Destination BC in facilitating the exercise of such control by Destination BC. Without limiting the generality of the foregoing, the Licensee agrees to adhere to the standards governing the character or quality of the Licensed Services and the reproduction and use of the Licensed Materials for the Permitted Use as dictated from time to time by Destination BC and further agrees that Destination BC has the right to review the manner in which the Licensed Services are rendered and the Licensed Materials are being reproduced and used by the Licensee, and specimens of the Licensee's usage of the Licensed Materials, from time to time.
12. The Licensee acknowledges and agrees that all use of the Licensed Materials by the Licensee shall be deemed to be use by Destination BC and all the benefit and goodwill associated with such use will at all times enure entirely to Destination BC. The Licensee hereby absolutely and irrevocably assigns to Destination BC all right, title and interest throughout the world that it may now have or may later acquire in the Licensed Materials, including all related goodwill, other than the Licensee's rights to use and reproduce the Licensed Materials provided under this Agreement.
13. The Licensee agrees to indemnify and hold harmless Destination BC from and against all losses, claims, damages, actions, causes of action, costs and expenses made against or incurred, suffered or sustained by Destination BC at any time or times (whether before or after the expiration or sooner termination of this Agreement), where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Licensee in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of Destination BC.
14. The Licensee is an independent contractor and it shall not hold itself out in using or reproducing the Licensed Materials as having any different relationship with Destination BC.
15. The Licensee shall not use any of the Marks (or any part thereof) as part of the Licensee's trade name, firm name, corporate name, domain name, URL or any other form of designator without

the prior approval in writing of Destination BC and all such approved use, if any, from time to time shall be governed by the terms of this Agreement.

16. The Licensee will not do anything or omit to do anything that might impair, jeopardize, violate, or infringe the Licensed Materials or Destination BC's interest in the Licensed Materials or any other marks owned by Destination BC, including but not limited to:

- (a) opposing, contesting or in any other manner challenging the ownership, validity or goodwill of the Licensed Materials or Destination BC's interest in the Licensed Materials; and
- (b) claiming, using, displaying, reproducing or applying to register any Trade-mark, trade name, domain name, copyright or design that incorporates, is identical to or confusing with any of the Licensed Materials, or that is derived from or based on any of the Licensed Materials; and

the Licensee will not assist, permit or encourage any other person or entity to do any of the foregoing.

17. Destination BC may terminate this Agreement at any time upon the provision of at least 90 days written notice to the Licensee.

18. In addition to all other remedies available to it in law or in equity, Destination BC may, at its sole option, immediately terminate this Agreement effective upon written notice of termination to the Licensee in the event that:

- (a) the Licensee is in breach of any material provision of this Agreement and such breach continues to exist after ten business days from the date of the giving of notice of that breach by Destination BC in writing to the Licensee; or
- (b) the Licensee ceases or threatens to cease carrying on its business or a resolution is passed for the winding up or liquidation of the Licensee, a petition is filed or an order is made for the winding up or liquidation of the Licensee, the Licensee becomes insolvent, or any proceedings are commenced in respect of the Licensee under bankruptcy or creditors arrangements legislation, as applicable.

19. The Licensee represents and warrants to Destination BC that:

- (a) it has the power and capacity to enter into this Agreement and to perform and comply with each and every term and condition of this Agreement;
- (b) the execution of this Agreement by the person representing it will be sufficient to render the Agreement binding upon it;
- (c) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it of, or a default by it under, any statute, bylaw, or regulation of Canada, the Province of British Columbia or any foreign jurisdiction applicable to or binding on it, its constating documents, or any contract or agreement to which it is a party;
- (d) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its properties, assets, condition (financial or otherwise), business operations or its ability to fulfil its obligations under this Agreement; and

(e) it is not in breach of any statute, regulation, or bylaw, duly enacted by any level of government or any agency of government, that are required by law to conduct its business.

20. All notices and other communications that the parties give each other in connection with this Agreement will be in writing and be delivered by hand, postal mail, courier or facsimile transmission to the recipient at that party's address or facsimile number set out below, or to such other contact person or at such other address or facsimile number as either party may advise the other in writing from time to time. Such notices and other communications will be deemed given, as applicable, upon personal delivery, upon receipt of confirmation of successful facsimile transmission, one day after deposit with a nationally recognized overnight courier, or five days after deposit in the postal mail:

If to Destination BC to:

Jacqueline Simpson
Director of North America,
Consumer Marketing Programs
Destination British Columbia
12th Floor, 510 Burrard Street
Vancouver, BC Canada V6C 3A8
T 604.660.2191
F 604.660.3383
E Jacqueline.simpson@destinationbc.ca

If to the Licensee to:

Glenn Mandziuk
President and CEO
Thompson Okanagan Tourism Association
2280-D Leckie Road
Kelowna, BC Canada V1X 6G6
T 250-860-5999 ext. 216
F 250-860-9993
E ceo@totabc.com

21. Unless the parties otherwise agree, all disputes arising out of or in connection with this Agreement will be referred to and finally resolved by binding arbitration pursuant to the British Columbia *Arbitration Act*, R.S.B.C. 1996, c. 55, and the place of such arbitration will be Victoria, British Columbia.
22. No provision of this Agreement and no breach by the Licensee of any such provision will be considered to have been waived unless such waiver is provided in writing by Destination BC.
23. The written waiver by Destination BC of any breach by the Licensee of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Licensee of the same or any other provision of this Agreement.
24. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, estates, executors, administrators, legal representatives, successors and permitted assigns.

25. This Agreement and the rights granted herein may not be assigned or sublicensed by the Licensee and may only be modified as expressly provided herein or otherwise by written agreement signed by both parties.
26. Each of the parties will, upon the reasonable request of the other party, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
27. All provisions of this Agreement in favour of Destination BC and all rights and remedies of Destination BC, either in law or equity, will survive the expiration or sooner termination of this Agreement.
28. If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose.
29. Time is of the essence in this Agreement.
30. This Agreement and all related matters will be governed by, and construed in accordance with, the laws of British Columbia and the federal laws of Canada applicable in British Columbia.
31. This Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party in a manner contemplated by paragraph 20.

~~AGREED~~ by the parties through their duly authorized signatories on the dates below.

For, and on behalf of, the **THOMPSON
OKANAGAN TOURISM ASSOCIATION**

Signature

GLENN MANDZUK

Print Name

CEO

Title

[Signature]

Witness Signature

Date

MARCH 31, 2016

For, and on behalf of, **DESTINATION BRITISH
COLUMBIA,**

Signature

MARSHA WALDEN

Print Name

CHIEF EXECUTIVE OFFICER

Title

[Signature]

Witness Signature

Date

MARCH 31, 2016

Schedule "A" – Typography Guide

GREAT FOREST - REGULAR

Great Forest Regular does not have a traditional lowercase alphabet, but is equipped with two alphabets that vary in width, providing a great range of flexibility and creativity. It takes some practice to mix the sets together, but blending both wide and narrow cuts produces a lyrical and organic rhythm that is totally unique and ownable.

If you compare the two cases of Regular, you will notice that not only are the widths different, but the bar height of letters such as 'B', 'F' and 'H' vary in their vertical positions, or distance from the baseline. Please note, however, that the letters 'I', 'T' and 'V' show little, if any, difference. Numerals are the same in both sets.

GREAT FOREST LOWERCASE

ABCDEFGHIJKLMNOPQRSTUVWXYZ

GREAT FOREST UPPERCASE

ABCDEFGHIJKLMNOPQRSTUVWXYZ

To see the possibilities in actual words, we've set "Cariboo Chilcotin Coast"

in all lowercase

CARIBOO CHILCOTIN COAST

in all uppercase

CARIBOO CHILCOTIN COAST

in mixed case

CARIBOO CHILCOTIN COAST

and in mixed case again, applying the opposite case to each letter

CARIBOO CHILCOTIN COAST

Guidelines for choosing between upper and lowercase

You can see the degree of variation possible within the Regular set. The formula for applying which case to apply to which letter is fairly arbitrary. The following rationale offers some guidance, but is not intended to be strict:

- > uppercase for first letters of proper nouns, unless repetitious
- > uppercase for long vowels, lowercase for short vowels
- > mixed case for multiple characters within close proximity (this helps create a more random appearance)
- > same case for double letters, as in the 'OO' above
- > more lowercase within long words; more uppercase within short words

- > There is no actual lowercase in Great Forest, just a narrow alphabet (lower) and wide alphabet (upper)
- > The Regular set alone produces a wide range of textural variation with plenty of personality

Great Forest – Simplified Characters

ABCDEFGHIJKLMNOPQRSTUVWXYZ ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890.:; ' " [!?] +-*/=

Great Forest – Small Caps Characters

ABCDEFGHIJKLMNOPQRSTUVWXYZ ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890.:; ' " [!?] +-*/=

GREAT FOREST - FORMATTING

Although there will be times when a design will call for flush left or right, the de facto alignment should be centered. At first it may not seem natural to centre a headline; however, this will become more familiar with practice, and the unorthodox structure will further distinguish our destination brand.

Wherever space permits, headlines are stacked in tall, narrow columns, typically with one to three words per line. The line spacing is kept tight, using the built-in leading which is rarely altered. Same goes for the pair kerning; although it is irregular, it is part of the hand-crafted character of the font.

The other somewhat unorthodox practice with Great Forest is to resist opening up the lead. The concept behind our typography is to set headlines with the lead that is built into the auto setting.

> The default configuration for Great Forest is centered, and preferably stacked in tall configurations with solid leading

I WANT
TO SEE
THE WORLD.
FOLLOW
A MAP TO
ITS EDGES
AND
KEEP
GOING...

1871
THE
BIRTH
OF A
PROVINCE

I AM
THE
WILD

SUMMARY FOR GREAT FOREST

Great Forest is a powerful tool to bring personality and recognition to BC's destination brand. Along with its flexibility comes rules to keep the type styling on-brand. It takes practice and patience to master the Regular set, but over time you will become comfortable with the varying widths and the vertical headline construction.

Important Reminder:

Great Forest is a propriety font owned by Destination BC Corp. and may only be used for Destination BC creative materials.

- ❑ Don't use Great Forest as body copy.
- ❑ Don't adjust tracking or pair kerning, unless critical to the design.
- ❑ Don't adjust leading unless critical to the design. Solid leading is part of the typographic vernacular.
- ❑ Try to use a mix of Great Forest Regular upper and lowercases to achieve a rhythmic texture.
- ❑ Don't overuse Great Forest in any given application. Factor in our Secondary font, Brandon, to find the Cultured/Raw balance (see next section).
- ❑ Don't mix multiple font sizes within one headline.
- ❑ The Small Caps set is a good alternative to our secondary typeface (Brandon Grotesque) for use in subheads.
- ❑ Don't overuse the glyphs and ligatures or the three specialty characters.
- ❑ Don't add an extension to a straight foot. Only characters with a curved foot are built for extensions, including the "K", "R", "S", "T", and "Z" from the Regular set.

Schedule "B" - Logo Guidelines



FULLY STACKED
THE PRIMARY AND
PREFERRED CONFIGURATION.
THE FULLY STACKED LOGO
SHOULD ALWAYS BE THE
FIRST CONSIDERATION AND
SPECIFIED AS OFTEN AS
POSSIBLE.



HORIZONTAL
USED IN CASES WHERE
VERTICAL SPACE IS LIMITED.



STACKED HORIZONTAL
SHOULD ONLY BE USED IF
BOTH VERSIONS ABOVE FAIL
TO PERFORM WITHIN SPACE
ALLOCATED.



PROTECTIVE SPACE

Keeping the logo uncluttered and isolated from other graphic elements is key in preserving clarity and visual impact. A minimum amount of protective space should always surround the logo, separating it from copy, images and supporting graphics, or from outside edges of an application.

The measure used for the protective space is equal to the height of the capital letter "H" in *British* in the wordmark for vertical margins and the width of the same letter for the lateral margins.

The same rule applies to all logo versions, including the Stacked Horizontal and Horizontal versions.

There are instances where the rule does not apply; however, unless expressly stated in this document, or in subsequent updates, please adhere to these guidelines.

> Use the designated space measurements for protective margins around the logo



MINIMUM SIZE - PRINT

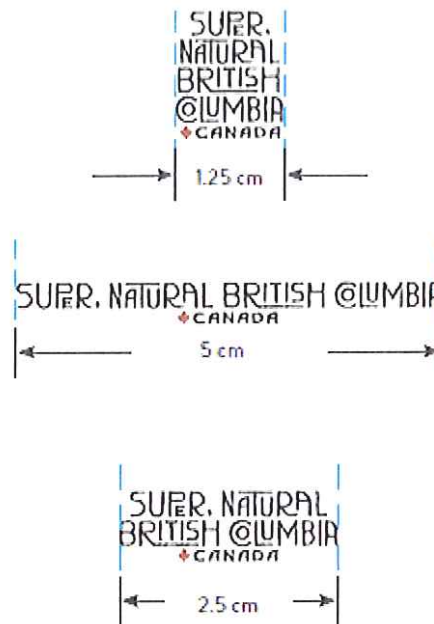
The minimum size for print reproduction is defined by the total width of the logos. To protect the integrity and impact of the BC tourism logos, they must never be reproduced smaller than what is illustrated below.

The Primary and Secondary versions (with or without Canada) have identical widths and share the same print and digital specifications.

In all cases, a larger logo is preferable.

MINIMUM SIZE - DIGITAL

The minimum size for digital applications is defined by the total pixel width of the logos. Digital applications include all situations where the logo will be viewed on-screen (e.g. web, mobile, email signatures). The pixel width minimums indicated are the minimum recommendations to ensure the logos remain legible at a standard computer screen resolution of 72 pixels per inch.



SUMMARY FOR OUR LOGO

A logo is a brand signature, and as such, we need to protect its integrity. That includes breathing room, proportions, colour, legibility and anything else we can do to maintain a consistent, unshakable mark for *Super, Natural British Columbia*.

- ❑ Don't change the logo colour in any way.
- ❑ Prioritize the Fully Stacked version.
- ❑ Don't allow encroachment on the logo's protective space by other graphics, borders or trim lines.
- ❑ Don't reproduce the logo any smaller than what is indicated in this section. Where possible, make the logo larger than the minimum size.
- ❑ Don't try to recreate the logo from scratch or change anything within it. Always use the standard vector file provided.
- ❑ Don't change the logo proportions.
- ❑ Don't tilt the axis.
- ❑ Don't add any special effects to the logo, such as glows, drop shadows, bevelling or extrusions.
- ❑ Don't apply screens, tints or multiplied colour.
- ❑ Don't use the Stacked Horizontal version of the logo unless critical to the design or competing logos.
- ❑ Don't use the Horizontal version of the logo unless space dictates, or unless the wide configuration enhances the design.
- ❑ Don't shy away from positioning the logo in the centre of a feature image.
- ❑ Don't shy away from stacking the headline close to the logo to create what looks like a single unit. This is part of our brand's visual language.