

**Partnership Agreement  
CTM Media Group and the Rhode Island  
Airport Corporation**

**Tourism and Visitor Information Display**

**OVERVIEW**

CTM Media Group, Inc, known forward as CTM, will place a visitor information floor display unit and a digital information touch screen, for the purpose of providing tourist and visitor information, and will be responsible for all servicing and sales related to it, at T.F. Green Airport 2000 Post Rd, Warwick, Rhode Island which is operated and maintained by the Rhode Island Airport Corporation.

The CTM Operations team will ensure the timely and proper servicing of the visitor information kiosks and will use their own operational computer systems to track usage, need for additional servicing, geo-locked/stamped photo verification of servicing, as well as general maintenance and cleaning the display kiosks.

**Partnership Agreement Points;**

- CTM will place a visitor information display stand and digital touch screen that is mutually agreed upon by both parties, as to the size, color, and style, in a location within T.F Green airport that is also mutually acceptable. CTM will maintain ownership of the unit.
- CTM will provide the sales and support staff necessary to acquire agreements from businesses that will be displayed in the kiosks and CTM will contract, invoice, and collect and funds associated with the agreements.
- CTM will set the pricing rates for agreements and will retain ownership of all associated contracts and customer information.
- CTM will enter in to a revenue share agreement with the Rhode Island Airport Corporation, commissioning at a rate of 15% of all contracted and collected sales into the individual paper display kiosk only.
- CTM will reconcile sales into the individual paper display kiosk on a quarterly basis and will provide payment to the Rhode Island Airport Corporation for their portion of the revenue share.
- CTM will service the display kiosks on a regular basis and will evaluate servicing needs on an on-going basis and will increase or decrease as servicing as mutually deemed necessary.
- The Rhode Island Airport Corporation will provide access in a service area for a CTM vehicle and a driver/Visitor Information Specialist to be allowed entry and access to regularly service the CTM displays.
- CTM will create a fill chart and will decide and dictate the placement of all tourism information within the display and screen. All tourism information within the display and screen must be in compliance with the Rhode Island Airport Corporation's then in effect Advertising Regulations. The Rhode Island Airport Corporation may request that CTM remove any information that is not in compliance with said regulations.

- The agreement is for 36 months and will automatically renew. Either party may terminate this Agreement upon 60 days' prior written notice to the other Party.
- CTM shall carry and maintain in full force and effect for the duration of this Agreement, the insurance specified below. CTM shall submit to the Rhode Island Airport Corporation a certificate of insurance indicating the existence of such coverages prior to contract execution. The Rhode Island Airport Corporation and the State of Rhode Island shall be named as additional insureds on all liability policies. CTM shall provide and maintain, at its own cost, the following minimum insurance:
  - General Liability limits of \$1,000,000 per occurrence.
  - Motor Vehicle Liability Insurance with limits of \$1,000,000 per occurrence.
  - Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
  - Umbrella Liability limits of \$5,000,000 excess of \$1,000,000 primary layer
  - Errors and Omissions coverage with minimum limits of \$1,000,000 per claim.



30B Sixth Road, Woburn, MA 01801

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**Summarization**

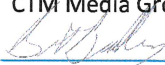
CTM will provide all service and sales for a visitor information display placed at T.F. Green Airport, fulfilling the need to provide tourism/visitor information for travelers, visitors and other patrons and will enter into a revenue share agreement with T.F. Green airport for all associated sales

T.F. Green Airport can be fully confident in CTM’s ability to execute the plan above based on its long successful history and years servicing, now over 19,000, individual locations in North America.

Rhode Island Airport Corporation

CTM Media Group

Approved By:

  
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Brian J Bradbury, Director of Sales - Northeast

3/08/2019

Date

  
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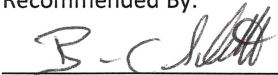
Iftikhar Ahmad  
President and CEO

Approved as the Substance and Form By:

  
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Brittany Paglarini  
Airport Legal Counsel

Recommended By:

  
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Brian Schattle  
Senior Vice President

**About CTM Media Group & Ettractions, Inc**

IDW Media Holdings, a publicly traded company, is the parent company of CTM Media Group and Ettractions, Inc. CTM Media Group was founded in 1983 and distributes over 128 million brochures each year, performs thousands of service stops each month, maintains over 20 warehouses, and employs over 150 corporate, service, and sales representatives. CTM’s comprehensive marketing approach includes Brochure Distribution, FunCard™, Publishing, Printing, and Digital Distribution. Digital distribution is done through Ettractions, Inc.

# Ettractions, Inc.

## Interactive Touch Screen Display & Service Agreement

For good and valuable consideration, Ettractions, Inc. ("Ettractions") and the Rhode Island Airport Corporation (the "Establishment"), agree as follows, effective as of 3/1/2019 (the "Effective Date"):

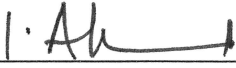
1. The term of this Agreement is 36 months from the Effective Date unless earlier terminated as provided herein (the "Term"). During the Term, Ettractions agrees to service an interactive touch screen product (the "ExploreBoard"™) at the following location maintained by Establishment: T.F. Green Airport (the "Location"). Establishment will install the ExploreBoard™. During the Term, Ettractions shall insure the ExploreBoard™ and to the fullest extent permitted by law, shall indemnify, defend, and hold harmless, Establishment and the State of Rhode Island from and against any and all costs (including attorneys' fees), damages, claims of liability and losses which arise out of or are related to this Agreement or the negligence or intentional misconduct of Ettractions and its directors, employees, agents, and contractors. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Establishment nor the State of Rhode Island, nor their respective officers, directors, employees, agents, contractors, customers, and visitors shall be liable, whether in contract, tort, negligence, strict liability or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental or consequential losses or damages arising out of or in connection with this Agreement or any failure of performance related hereto, howsoever caused, whether arising from such person's sole, joint or concurrent negligence. Establishment will be entitled to a free profile on the ExploreBoard™ and at Ettractions' Ettractions.com website. This agreement will automatically renew unless notice of cancellation is submitted in writing 60 days prior to end of the current term.
2. Establishment agrees to pay [\$0] per month for the right to host the ExploreBoard™ during the Term. Establishment agrees to provide electricity and a high quality Cat 5 (LAN) outlet with internet access at the Location throughout the Term for the ExploreBoard™. The parties may mutually agree in writing at any time during the Term to utilize wireless service in place of the Cat 5 (LAN) outlet. Establishment agrees to promptly notify Ettractions in the event of any malfunction or damage to the ExploreBoard™.
3. The ExploreBoard™ and all of its content belong exclusively to Ettractions and Ettractions shall be entitled to remove it at the end of the Term at Ettractions' expense. Establishment agrees not to tamper with, reverse engineer, hack, debug or dismantle the ExploreBoard™; nor shall it induce or authorize any other party to do the same.
4. The ExploreBoard™ is provided on an "as is" basis. Ettractions disclaims any warranties, whether express or implied. Ettractions does not warrant that the services will be uninterrupted or error-free. The sole remedy available to Establishment for any breach of this Agreement shall be, at Ettractions' option, repair or replacement of the ExploreBoard™ or a refund of any amounts paid for the period of time following the breach.
5. Both parties shall be liable for any breach of their representations, warranties or covenants under this Agreement.
6. Ettractions may not assign its rights under this Agreement without the written consent of Establishment. This Agreement is not assignable by Establishment. This Agreement is governed by the laws of the State of Rhode Island, without reference to its conflict of laws provisions. This Agreement will remain in effect for the Term unless terminated by either Party with 60 days' prior written notice to the other Party. This is the entire agreement among the Parties with respect to the transactions described herein, and supersedes all prior agreements, written or oral, with respect thereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)

# Ettractions, Inc.

Rhode Island Airport Corporation

Approved By:

  
\_\_\_\_\_

Iftikhar Ahmad  
President and CEO

By:

  
\_\_\_\_\_ 3/08/2019

Ettractions Representative Signature

Brian J Bradbury, Director of Sales - Northeast

Approved as to Substance and Form:

  
\_\_\_\_\_

Brittany Pagliarini  
Airport Legal Counsel

Recommended By:

  
\_\_\_\_\_

Brian Schattle  
Senior Vice President