

SCOPE AND TERMS OF SERVICES AGREEMENT

THIS SCOPE AND TERMS OF SERVICES AGREEMENT (this "Agreement") is made as of the 28th day of October 2022 (the "Effective Date") by and between, Point of Difference Strategies, with its principal offices located at 180 N. LaSalle Street, Suite 2750 Chicago Illinois 60601 [REDACTED] (hereinafter collectively "Consultants") and Areas USA ORD, LLC., a Florida limited liability company with its principal offices located at 5301 Blue Lagoon Drive, Suite 690, Miami, Florida 33126 ("Client").

RECITALS

A. **WHEREAS**, Consultants are the business of providing Consultants services to companies bidding on and operating retail, food and beverage locations in the City of Chicago; and

B. **WHEREAS**, Client desires to retain Consultants to provide the Consultants Services (defined herein) related to upcoming opportunities to expand their business in retail, food and beverage concession opportunities at Chicago O'Hare International Airport ("ORD Opportunities");

NOW, THEREFORE, for and in consideration of these premises and the mutual agreements, covenants, representations, warranties and undertakings of the parties set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals: The recitals set forth above are material to the agreement of the parties and are hereby expressly incorporated herein.

2. Services: In consideration of Client paying Consultants the fees provided herein, Consultants agrees to provide Client with the following Consultants Services to assist Client's business growth related to the ORD Opportunities ("Consultants Services"):

- a. Lobby City of Chicago and Chicago O'Hare International Airport on Client behalf.
- b. Develop and implement a strategy to prepare Client to win business for upcoming food, beverage, and retail opportunities at Chicago O'Hare International Airport.
- c. Identify local ACDBE partners, brands, local community leader, community affiliations that will elevate Client bid.
- d. Assist Client in establishing relationships with ORD leadership and staff.
- e. Coordinate introductions to City of Chicago Alderman and City leadership.
- f. Advocate for Client with the ORD airport, City and local influencers.
- g. Arrange and attend initial meetings and lead follow-up needed.
- h. Determine the airports' expectations for new, including design, concepts and brands.
- i. Arrange a meeting at with American Airlines and United Airlines representatives to learn from their key officials what attributes they are seeking and develop with Client an airline-focused approach to matching concessions with their guest demographics.
- j. Advocate for Client support for Client among American Airlines and United Airlines and airline properties representatives for the ORD bid.
- k. Provide ongoing intel on the procurement process using Consultant's airport relationships.
- l. Offer guidance and inputs to Client during Client RFP development process.
- m. Assist Client to develop labor relationship to engage labor support for Client bid.

- n. Provide strategic advice and counsel as needed to prepare and deliver a competitive bid.

3. Fees: In consideration of Consultants providing Client the Consultants Services, Client shall pay Consultants during the Term of this Agreement in accordance with the following:

- a. During the term, Client shall pay a consulting fee a monthly fee as follows: (i) to Point of Difference Strategies [REDACTED] and (ii) [REDACTED] (collectively (i) and (ii) "Monthly Retainer").

- c. Reimbursement for Expenses: Client shall reimburse Consultants for pre-approved direct out-of-pocket expenses including transportation, hotel, meals, registration fees made at the specific request or on behalf of Client and pre-approved by Client.

4. Term: This Agreement shall be in effect from the Effective Date and one (1) year thereafter, shall automatically renew month to month. Notwithstanding the foregoing this Agreement may be terminated by Client with thirty (30) days prior notice, in the event the ORD RFP is delayed or on hold without certainty as to its release before the Term expires.

5. Payment and Invoices: Invoices will be submitted to the Client monthly at the beginning of the month and payment is due within 45 days of the invoice.

6. Confidentiality, Non-Disclosure and Non-Disparagement:

- a. Consultants acknowledges that Client has selected their assistance to provide the Consultants Services to aid Client in its objective to prepare its strategy to win concession opportunities at the Chicago O'Hare International Airport and that Consultants will be furnished with Confidential Information of the Client. "Confidential Information" shall include all verbal or written information relating to Client, this Agreement, information obtained pursuant to this Agreement, the strategy and intelligence gathered, including pursuant to the Consultants services, the local business, restaurants, non-profits, affiliations evaluated and/or selected, by Client or Consultants, including, without limitation, all presentations, all information obtained related to Client's bid strategy, preparations, responses, proposals and this Agreement, all electronic communications, emails, letters, documentation, proposals, business plans, records, reports, analyses, compilations, studies, summaries, projections, forecasts or other materials concerning the preparations and evaluations of the ORD RFP and Client's business. "Confidential Information" shall also include all information, conversations, electronic communications, emails, letters, agreement, notes, analyses, compilations, studies, interpretations, or other information prepared by consultants or on Consultant's behalf which contain, reflect or are based, in whole or in part, upon Confidential Information. Consultants agrees to hold and keep all Confidential Information in the strictest confidence and will use the information obtained solely for the purpose of performing the Consultants Services and for Client objectives as stated in this Agreement. Confidential Information shall also include Confidential Information disclosed by Client to Consultants at any time prior to the execution of this Agreement. Without limiting the generality of the foregoing, Consultants and its representatives, employees, personnel, management, directors and/or officers will not use any information obtained from Client or its selected businesses in connection with any activities or ventures competitive with the business of Client. Consultants shall not disclose the business or brands evaluated or selected by Client with anyone, except as may be requested by Client.

- b. Consultants agrees that the confidentiality obligations under this Agreement shall survive termination of this Agreement and in perpetuity following the awards of the opportunities. If any provision

of this section 6 shall, to any extent, be found to be invalid or unenforceable, the remainder of this section 6 shall not be affected thereby, and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the full extent permitted by law.

c. Non-Disparagement: Consultants shall not be in any communications with any (i) press; (ii) media; (iii) potential or actual customer of Clients, its affiliates or parent; (iv) potential or actual client of Client, its affiliates, or parent; (v) potential or actual supplier of Client, its affiliates or parent; (vi) potential or actual landlord or franchisor/licensor of Client, its affiliates or parent; (vii) city, county or state governmental agencies, including but not limited to council members, legislators, mayors and all parties' related staff members: criticize, ridicule or make any statement which disparages, is derogatory or will lead the receiving party to think unfavorably of Client or its affiliates, parent or any of their respective directors, officers, employees or operations. Consultants agrees that the non-disparagement obligations under this Agreement shall survive termination of this Agreement and continue in perpetuity.

d. Consultants acknowledges that a breach of any of the terms of this section would cause irreparable injury to Client for which it could not adequately be compensated by money damages. Consultants agrees that, in addition to all other remedies available to Client in an action at law or equity, in the event of any breach or threatened breach by Consultants of the terms of this section, Client shall be entitled to equitable relief, including specific performance and injunctive relief.

7. Exclusivity/Agreement Specific to Consultant: During the Term of this Agreement, Consultant, or any of its subsidiaries, affiliates, shareholders, directors, or officers (including but not limited to Lisa Duarte and John Daley) shall not represent any current or potential competitor of Client, or any other person or entity, that seeks to operate, manage or develop retail, food & beverage concessions at the airports managed by Chicago Department of Aviation. Furthermore, Client is entering into this Agreement with Consultants because of Consultant's reputation in industry; therefore, this Agreement is specific to Consultants and Consultants may not assign or transfer this Agreement without the prior written consent of Client.

8. Compliance with Laws, Permits and Licenses: Consultants hereby warrants and represents that this Agreement complies with all laws governing the United States, the State of Illinois, and the City of Chicago. Consultants further agrees to abide by all applicable laws related to lobbying, ethics, conflicts of interest and any rules related to government contracting related to the ORD RPP. Furthermore, the Consultants shall hold valid permits, licenses, certificates, and other documents as are required by Federal, State, County, City or other governmental or regulatory body to legally engage in and perform the services to be provided under this Agreement. In addition, Consultants hereby agrees to comply with Client's Code of Ethics in performing its Consultants Services as provided in Exhibit A.

9. Indemnity and Liability: The Consultants agrees to hold harmless and defend the Client, its parents, affiliates, officers, employees and assigns, against any and all claims arising from acts, omissions, or negligence of the Consultant, its officers or employees.

10. Client's Ownership of Consultant's Work Product: Consultants agrees that all work product created by the Consultants related to this Agreement shall belong exclusively to the Client. Consultants agrees to provide copies of the work product to the Client upon request.

11. **NOTICES**: All notices of communications required herein shall be in writing, addressed as follows:

If to Client:

Richard Schneider
Chief Operating Officer

Areas USA ORD, LLC
5301 Blue Lagoon Dr., Suite 690
Miami, FL 33126

With copy to:
Areas USA ORD, LLC
Vanessa Penaranda, Legal Department
5301 Blue Lagoon Dr., Suite 690
Miami, FL 33126

If to Consultant:

Point of Difference Strategies
180 N. LaSalle Street, Suite 2750
Chicago, Illinois 60601



12. Attorney's Fees: The prevailing party in any court action to enforce its rights under this Agreement shall be entitled to recover from the other party its expenses, reasonable attorney's fees and costs in connection with such action.

13. Governing Law and Venue: Upon acceptance and execution of this Agreement by the parties, all the provision hereof are intended to and shall constitutes a legally binding and enforceable contract governed by the laws of the State of Florida, without giving effect to its conflict or choice of laws. Any dispute or legal action arising out of this Agreement shall be subject to venue in the Miami-Dade County courts located in the State of Florida. Consultants consent to venue in Florida and waives any challenge to personal jurisdiction.

14. Entire Agreement: This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

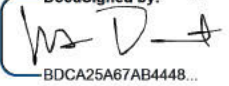
15. Headings: The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

16. This Agreement may be executed in counterparts, each of which shall constitute an original. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or pdf file shall be effective as delivery of a manually executed original signature page hereto.

IN WITNESS WHEREOF, the parties have executed this Scope and Terms of Services Agreement as of the dates set forth below, it being understood that the Agreement will be effective as of the Effective Date.

CONSULTANTS

Point of Difference Strategies

DocuSigned by:

Signature: BDCA25A67AB4448...

By: Lisa Duarte

Its: President

Date: 11/10/2022

[REDACTED]

CLIENT

Areas USA 
DocuSigned by:
Signature: BBB4F1CDB2F54EB...

By: Richard Schneider

Its: COO
11/9/2022

Date: _____

Exhibit A
Client's Code of Conduct