

LETTER of AGREEMENT

Agreement made this 7th day of January 2020, between SACHS MEDIA GROUP, INC. (herein referred to as “Agency”), and THE FLORIDA BIRTH-RELATED NEUROLOGICAL INJURY COMPENSATION ASSOCIATION (herein referred to as “Client”).

Whereas Client is desirous of engaging in the services of Agency, it is hereby agreed as follows:

1) Appointment of the Agency

For the purposes of this agreement, the Agency is retained and appointed to represent/advise the Client, subject to the terms and conditions of this Agreement.

2) Agency Services

Agency shall serve as the Client’s Representative and shall perform up to 45 hours of service per month of any of the following services necessary to meet the Client’s needs and goals as part of the work covered by the compensation described in Section 4 of this contract:

- A. **Strategic Counsel and Guidance.** Agency staff will help guide Client through the decision-making and execution of proactive public relations and communications strategies and tactics. Agency will be on-call to provide counsel as pressing priorities evolve and support is needed in dealing with the media, online influencers, and other key audiences, including messaging help, relationship management, and media outreach.
- B. **Reputation Management.** Agency will help Client with crafting messaging, managing media inquiries and issues, and preparing Client’s spokespeople for high-stakes interviews. Agency will provide counsel to help Client manage communications around litigation and avoid various forms of misinformation, harmful media coverage, and damage to the organization’s brand and reputation.
- C. **Research.** Agency can translate complex Client-provided or publicly available data into rich visualizations, economic analyses, state-level comparisons, and policy reports. Agency may conduct message testing to identify what arguments will evoke the best reaction among various audiences and demographic populations.
- D. **Strategic Communications Plan.** Agency will create a comprehensive communications plan that identifies goals, target audiences, internal and external strategies, tactics, and timelines for implementation. As part of this plan, Agency will conceive a plan emphasizing Client’s history, mission, good work, and future direction.
- E. **Message Development.** Agency will develop a message map that compellingly presents information about Client, along with supportive data points. This message map, along with other informational resources (e.g., powerful quotations and testimonials) will be tailored for each target audience and woven into media outreach tools, interviews, social media, speeches, web copy, and other messaging resources. All messaging tools will be vetted and approved by Client prior to public release.
- F. **Content Creation and Creative Design.** As recommended and appropriate in support of the strategic communications plan (2.D), Agency will review and edit content that supports Client’s thought leadership. Content may include website copy, collateral materials, fact sheets, legislative leave-behinds, and social media posts.

- G. **Thought Leadership.** Agency will identify regular opportunities to assert Client's thought leadership, further positioning the organization's leadership as providing needed care to injured children while helping to curtail expensive litigation. Agency will draft, edit, and place guest commentaries (op-eds), letters to the editor, Q&As, and news releases, will assist with speeches given by Client leadership and board members, and will promote leaders' participation in appropriate public opportunities.
- H. **Social Media.** Agency will develop a social media presence for Client that can distribute a steady stream of positive content and amplify any earned media and third-party support. Agency will monitor these platforms to identify any critics of Client and its work and blunt their negative efforts by pushing back with the facts and the truth. Agency will use its *Digital Impact* platform to amplify content's visibility to include relevant policymakers.
- I. **Media Relations.** Agency will work with state-level political, health care, legal, and/or financial reporters and bloggers to generate positive, balanced, and credible stories about Client and the families it serves. These stories provide independent credibility and can be repurposed on other channels, including social media and the web. Agency will develop a quick-response approach to attacks, negative perspectives, and misinformation that may be generated by any potential lawsuits that may arise during the course of this engagement.
- J. **Op-eds and Letters to the Editor.** Agency will prepare and distribute op-eds and letters to the editor using key messages to increase and advance Client's visibility and reputation. Agency will work with Client to identify and recruit credible third-party advocates (e.g., disability organizations, physicians, and families) and will work with them to author these opinion pieces and will submit them for newspaper placement. Agency will then repurpose published stories on other channels, such as websites and social media.
- K. **Media Training.** Agency will conduct one (1) on-site media training with Client's leadership team to help sharpen Client's ability to get its message across confidently, clearly, and competently during interviews and news conferences. This in-depth training will be based on Client's strategic communications plan and messaging, along with input from Client leadership, and will feature ample opportunity to learn and practice techniques in an on-camera mock interview setting.
- L. **Campaign and Monitoring Reports.** Agency will conduct media monitoring and clipping of media stories and will provide Client with a summary of noteworthy clips.
- M. **Digital Advertising and Media Sponsorships.** Agency will allocate a portion of its fee for digital/social advertising and political media sponsorships, increasing the visibility of Client's content and messaging to reach a larger audience of influential stakeholders.

3) Duration of Agreement

The services to be rendered by the Agency under this Agreement, for which a fee shall be paid, shall commence effective January 1, 2020, and shall continue through December 31, 2020.

This Agreement shall automatically renew for successive terms equal to the initial term, upon the same terms and conditions contained herein. Either party may terminate this Agreement in writing to the other party at any time upon sixty (60) days' notice. Within thirty (30) days of such termination, Agency shall be entitled to compensation pursuant to this Agreement, for the period through and including the date of termination.

4) Agency Compensation

Client shall pay Agency a fee of \$8,300 per month for all services listed in Section 2. Fee payments are due on the first day of each month for work to be performed during that month.

Changes in scope of work during the project may require changes in fee structure. Additional services are also available on a project basis for additional cost. Invoices are to be paid within 30 days of receipt. Agency reserves the right to charge 15% interest on invoices more than 30 days old.

The set fee above does not include the commissioning or purchase of products or services from third parties pursuant to Section 6, below. If Agency is directed to commission or purchase products or services from third parties on behalf of Client, Client will be responsible for payment of approved third-party costs, if any, within thirty (30) days of submission of a detailed invoice from Agency.

5) Communication with Agency

Client will communicate regularly with Agency and provide prompt feedback and approval of work product. Client will inform Agency if any issues exist with our services so we can address them promptly; failure to do so means we may assume the services were satisfactory.

6) Third-Party Services

Agency may, in its discretion but subject to written pre-approval from Client, engage or commission third-party services such as, but not limited to: purchase of proprietary media (photos, footage, etc.); purchase of data storage equipment for original video footage or design files; domain name purchases; and commissioning of professional photography, videography, illustration, or website hosting. Prevailing standard industry fee of 18% for the commissioning of such services may be applied and shall be included in the quotes and subject to pre-approval by the Client.

As directed by Client, Agency shall coordinate placement of print, broadcast, and digital advertising. Agency shall submit advertising plans to the Client for pre-approval prior to purchasing such advertising. Standard agency fees (15% for print/broadcast, 20% for digital) shall apply to the placement of all advertising plans submitted to the Client for approval.

7) Authorization of Agency

The Agency is authorized to enter into agreements with third parties, pursuant to Section 4 and Section 6 above, to effectuate the purposes of this Agreement. The Client shall be responsible for any payments authorized to such parties for all payments due thereafter. The Agency shall exert reasonable efforts to prevent any loss to the Client resulting from the failure of proper performance by any such third party; however, the Agency shall not be held liable or responsible to the Client for any such failure.

8) Modification

This writing contains the entire Agreement of the Parties and shall be subject to modification only by subsequent writing signed by the parties hereto.

9) Defense and Indemnity

This Agreement is governed by the laws of the State of Florida and the intellectual property laws of the United States of America, irrespective of choice of law rules. Any action, suit, or other proceeding arising out of or related to this Agreement shall be instituted in the United States District Court for the district encompassing Leon County, Florida, or the Circuit Court of the State of Florida in the circuit encompassing Leon County, Florida. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

10) Ownership Interest

Each party shall retain ownership of its copyrightable materials, trademarks, patented or patentable inventions, processes, and templates, and nothing in this Agreement shall render the parties joint authors. Agency agrees that any final tangible work product(s) it delivers to Client pursuant to this Agreement shall be considered a "work made for hire" if qualified by the copyright laws of the United States. If for any reason such product is determined at any time not to be a "work made for hire," Agency irrevocably transfers and assigns to Client all right, title, and interest therein, including all copyrights. Client grants a license back to Agency to use such work product for proposals, promotion, award consideration, on Agency's website, and in its portfolio. Agency will retain all rights to drafts, templates, campaigns, creative concepts, and non-unique work product, as well as potential logos and other products that may be presented to, but are not selected by, Client.

11) Confidentiality

Each party agrees to maintain the confidentiality of any document or information provided by the other party that is clearly marked 'CONFIDENTIAL' or 'DO NOT DISCLOSE' and shall take reasonable measures to prevent the disclosure of such information to third parties or to the public, except as otherwise required by law or as may be ordered by a court of competent jurisdiction.

Should Agency need to disclose Client's properly identified confidential information to third parties to obtain services on behalf of Client, Agency shall first obtain written approval from Client.

Executed as of the date first above written.

For Florida Birth-Related Neurological Injury Compensation Association:

By: K. Shipley
(signature)

Kennedy Shipley
(printed name)

as the association's Executive Director
(title)

acting on authority of the Association.

For Sachs Media Group, Inc.:

By: [Signature]
(signature)

For Sachs
(printed name)

as the corporation's CEO
(title)

acting on authority of the Corporation.