

LETTER of AGREEMENT

Agreement made this 12th day of APRIL, 2016, between **SACHS MEDIA GROUP, INC.** (herein referred to as “*Agency*”), and **VOLUNTEER FLORIDA** (herein referred to as “*Client*”).

Whereas the Client is desirous of engaging in the services of the 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

The Agency shall serve as the Client’s Agency and Representative and shall perform 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 this contract:

- 1) Survey to provide detailed, reliable snapshot of volunteerism in Florida**
 - Sample 1,500 Floridians and 500 non-Floridians to provide reliable understanding of volunteer activities in this state and elsewhere
 - Include Spanish-language survey option to ensure reliable measures within predominantly Hispanic communities
 - Ask questions identical to those in the US Census study to test for reliability of prior findings
 - Ask new clarifying questions to better define what constitutes formal and informal volunteer work
 - Provide executive summary and report on survey findings.

- 2) Include message testing within survey**
 - What drives Floridians to seek volunteer opportunities?
 - Use experimental methods to test which messages resonate most with which groups of people
 - Message testing findings can be used to bolster existing or future service campaigns, drive traffic to the Volunteer Florida website, and aid partner organizations in volunteer recruitment

- 3) Development of a gamified survey to drive volunteerism within harder-to-reach demographic groups, such as Millennials**
 - A quiz such as "Which Type of Volunteering Makes YOUR Heart Tick?" would provide users with a customized result detailing the kind of

volunteer work that they would find most satisfying. This result would be easily shareable with social media networks.

- The user's result would also provide a link to Volunteer Florida's "find a volunteer opportunity" web page and would feature Volunteer Florida's logo.

3) Duration of Agreement

The services to be rendered by the Agency under this Agreement, for which a fee shall be paid, commenced effective APRIL 12, 2016 and shall continue for a period of 4 months. The Agreement may be extended or further altered/amended by the written consent of both parties.

4) Agency Compensation

The Client shall pay the Agency:

- PROJECT FEE – A fee of \$20,000 with half to be paid within 30 days of receipt and half due upon completion of the project.
- Client agrees to pay for reasonable attorney fees if Agency engages an attorney for collection purposes.
- Timely reimbursement of client-approved, documented expenses incurred by the Agency. The Agency shall send bills to the Client as follows:

Attention: Bonnie Hazleton
Address: 3800 Esplanade Way, Suite 180
Tallahassee, FL 32311

5) Communication with Agency

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

6) Design and Video Production Services, Advertising Placement

Design services, print costs and video production are not included in the monthly retainer but are available for \$175 per hour. For all projects requiring design, print or video

production services, Agency will submit an estimate to the Client for prior approval. Purchase of proprietary images (photos, footage, etc.) will be charged at cost and included as an expense item on the invoice (subject to prior approval by the Client). Prevailing standard industry fees for print management (18%) are applied to all print jobs and will be included in the quotes and subject to approval by the Client.

Agency will coordinate placement of print and broadcast advertising. Standard agency fees (15%) for placement services will be included in all advertising plans submitted to the Client for approval.

If the Client desires original video footage or design files, which require the purchase of data storage equipment, the Client will reimburse the Agency for the cost of the required storage equipment.

7) Authorization of Agency

The Agency is hereby authorized to enter into agreements with third parties, with required written prior approval from the Client, to effectuate the purposes of this Agreement. The Client indemnifies the Agency as to any liability to such parties for all payments due thereunder. The Agency shall exert its best efforts to prevent any loss to the Client resulting from the failure of proper performance by any third party. But the Agency shall not be held liable or responsible to the Client for any such failure.

8) Third Party Costs

The Client will be responsible for payment of third party costs, if any, with prior Client approval of the third party costs, and upon timely submission of a detailed invoice from the Agency.

9) 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.

10) Defense and Indemnity

This Agreement shall be subject to, interpreted by, and enforced under Florida Law. Any legal dispute will be handled in Leon County courts. The Client agrees to defend and indemnify the Agency and its personnel from lawsuits or any legal action based on work the Client approved or statements made by the Agency on the Client's behalf and with the Client's specific authorization. This clause is effective upon the execution of this Agreement and survives any termination of the Agreement. It is agreed that the Agency and the Client may amend this contract with specific instructions as to payment for legal representation, in the event of such legal actions.

11) Ownership Interest

It is understood that the Agency shall have no ownership interest or claim to any logos, promotional materials and other media developed under or commissioned under this Agreement.

12) Confidentiality

It is expressly understood that confidentiality covers all aspects of this agreement, from proprietary work product to intellectual property, to business strategies and related creative content. Unless explicitly authorized to release any type of information, Agency will maintain confidentiality.

Executed as of the date first above written.

For Client:

By:  _____

Bonnie Hazleton,
(printed name)
as the corporation's COO
(title)
acting on authority of the Corporation.

For Sachs Media Group, Inc.:

By: _____

(printed name)
as the corporation's _____
(title)
acting on authority of the Corporation.