API | American
Petroleum
Institute

200 Massachusetts Avenue NW
Washington, DC 20001
USA
202-682-8000
www.api.org

Kerry McConnon

DDC Advocacy LLC
805 15th Street NW, Suite 300
Washington, DC 20005

API Contract No.: 2021-114516-0

This letter of agreement between the American Petroleum Institute (API or Client) and DDC
Advocacy LLC (DDC or Consultant) authorizes DDC to provide

as described in the attached Statement of Work, which is made a
part hereof, to be conducted between June 25, 2021 and July 7, 2021. This Agreement is
subject to the following terms and conditions:

1. <u>Definitions.</u> Capitalized terms used in this Agreement (including Schedules and Work
   Orders) have the following meanings:
   a. "Client Materials" means all materials and information provided by Client to DDC for
      DDC's use in providing the Services to Client, including, without limitation, data, text,
      copyrightable subject matter, information regarding Client's employees, Client's
      trademarks, and other of Client's Confidential Information. Client shall be responsible for
      obtaining any permissions or waivers from any third party having rights over materials
      supplied to DDC by Client to permit DDC to perform the Services under this Agreement
   b. "Client Site(s)" means Internet URL's developed by DDC as part of the Services on
      behalf of Client and hosted by DDC on DDC's servers.
   c. "Client Software" means that software employed by Client to enable Client and each
      User to access the Software through the Internet.
   d. "Client Technology" means Client's proprietary technology, including Client's content,
      software tools, hardware designs, algorithms, software (in source and object forms),
      user interface designs, architecture, class libraries, objects and documentation (both
      printed and electronic), network designs, know-how, trade secrets, and any related
      intellectual property rights throughout the world (whether owned by Client or licensed to
      Client from a third party), and also including any derivatives, improvements,
      enhancements, or extensions of Client Technology conceived, reduced to practice, or
      developed during the term of this Agreement by Client.
   e. "Confidential Information" of a party means all confidential or proprietary information,
      including, without limitation, all information not generally known to the public, the terms
      of this Agreement, information relating to either party's customers, technology,
      operations, facilities, consumer markets, products, capacities, systems, procedures,
      security practices, research, development, business affairs, ideas, concepts,
      innovations, inventions, designs, business methodologies, improvements, trade secrets,
      software, copyrightable subject matter, the DDC Technology, the Client Technology and
      other proprietary information.
   f. "Content" means the content of any postings to the Client Site(s) and the content of any
      transmissions utilizing the Software made by the Client or any User.

An equal opportunity employer

g. "DDC Technology" means DDC's proprietary technology, including software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets, and any related intellectual property rights throughout the world (whether owned by DDC or licensed to DDC from a third party), and also including any derivatives, improvements, enhancements or extensions of DDC Technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to Client or that have general applicability in the art.

h. "Services" means those professional services provided by DDC to Client under this Agreement, as further described in each Work Order.

i. "Software" means the software, developed, owned, and controlled by DDC that is made available to Client for Client's access, display, and use under this Agreement, as described in each Work Order. Unless specifically stated otherwise, no Software shall be considered Work Product under this Agreement.

j. "Space" means space in DDC's business premises (or other premises selected by DDC) to store and operate hardware used in conjunction with the Services.

k. "User" means any person or entity Client permits to access, display or use the Client Site(s) or Software.

l. "User Limit" means the number of persons permitted to use the Software, limited to the maximum number of users for which Client has paid the appropriate licensing fee.

m. "Work Product" means those deliverables provided solely and exclusively to or for the benefit of Client in conjunction with any Service, as further described in each Work Order.

2. **Effective Date.** This Agreement shall cover the period of June 25, 2021 through July 31, 2021.

3. **Project Manager.** DDC agrees that Katie Wright (e-mail: @ddcpublicaffairs.com) shall be the project manager. DDC shall give API prior written notice of the replacement or reduction in the level of effort of the project manager. API shall have the right to approve a reduction in effort and, in the case of replacement of the project manager, API shall have the right to approve a successor.

4. **API Contract Officer.** This Agreement shall be under the direction of Megan B. Bloomgren, Senior Vice President, Communications ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ or whomever she designates. The designated API representative for this Agreement will be Lizzie Rosen ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ DDC shall send all correspondence and reports relating to this Agreement to her attention at the above address. DDC shall be in regular contact with Ms. Rosen concerning its efforts, and shall provide activity reports to her by phone or e-mail as appropriate and agreed upon.

5. **Compensation.** API will pay DDC an amount not to exceed   for the work outlined in the attached Statement of Work as follows:

    • Video editing
    •
    •

6. **Invoicing and Expense Documentation Guidelines.** DDC will invoice API on a monthly basis for services provided during that month. Invoices must reference the above contract number and shall be submitted to Anybill using one of the following methods:

- **E-mail (preferred):**
- Fax:
- Mail:

API shall pay invoices within 30 days of receipt. Invoices will be sent via email, return receipt requested, and will be considered received once sent. Late payments shall be subject to a penalty charge of 1.5% per month of any unpaid balance. DDC may demand and collect, and Client will pay, any costs DDC incurs in collecting overdue payments, including reasonable attorney's fees. DDC reserves the right to terminate this Agreement upon Client's failure to make payment within thirty (30) days of the date due, including the right to suspend, interrupt, or terminate any hosting Services and Client Site(s) on any such overdue account by disabling the connection to the server. Any reactivation of service will only be performed during DDC's regular business hours (Monday through Friday, 8:30 a.m. to 5:30 p.m. US Eastern Time). Client is responsible for the payment and reporting of any applicable taxes associated with the services provided hereunder. The above amounts do not cover miscellaneous out-of-pocket expenses such as overnight delivery or courier fees, postage, travel, photocopies, faxes, phone calls and stock-image purchase or licensing fees. DDC will obtain approval from API for such expenses, which will be invoiced separately and at cost.

7. **Subcontract.** Excluding vendors inherently necessary for the performance of services by the Consultant, Consultant may not assign, subcontract, or otherwise delegate its obligations under this Agreement without providing prior written notice to API where such a subcontractor is engaged solely for the benefit of API with the purpose of fulfilling Consultant's obligations under this Agreement. Consultant shall be responsible for the work and payment of fees and expenses of such subcontractors, if any. Prior to Consultant engaging a subcontractor on behalf of API, Consultant agrees to provide in a timely manner information requested by API in order for API to complete, in its sole discretion, adequate due diligence of the subcontractor. If API reasonably determines in its sole discretion that the subcontractor does not meet API's compliance standards, then Consultant agrees to nominate an alternative subcontractor at no additional cost or other negative impact to API. API agrees to include in its review due diligence results performed by Consultant, if any.

8. **Right to Inspect for Work Under this Agreement.** API shall have the right at all reasonable times during the course of this Agreement, and for a reasonable period following completion of this Agreement, to inspect Consultant's records relating to the work conducted hereunder, for the purpose of ensuring conformance with this Agreement, and to verify the accuracy of invoices and training regarding compliance with advocacy laws. Such inspection shall include the right to photocopy, at API's cost, records pertaining to work conducted pursuant to this Agreement. Consultant agrees to maintain records in accordance with applicable law.

9. **Compliance with Advocacy Laws.** DDC shall render all services during the term of this engagement in accordance with all applicable federal, state and local laws and regulations, including but not limited to lobbying, election campaign, gift, ethics and privacy laws, the CAN-SPAM Act, and the Children's Privacy Protection Act. As DDC's efforts on API's behalf may extend to action within the meaning of the Lobbying Disclosure Act of 1995 (Public Law 104-65), as amended, DDC will, if applicable, register with and report to Congress under the

provisions of that Act. DDC and any of its assignees agree to comply with any other applicable lobbying or ethics laws and regulations in their performance hereunder, including, without limitation, the Federal Election Campaign Act of 1971, as amended, the Gift Rules Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, and the Lobbying Disclosure Act of 1995, as amended. DDC's relationships with public officials and candidates for public office will be maintained in such a manner as to avoid any impropriety or appearance of impropriety that may be attributed to API.

10. **Independence of Political Advocacy.** DDC agrees that it will assist API in maintaining the independence of its political advocacy from federal candidates and political parties. DDC agrees to give API advance written notice of any relationship, including, but not limited to, vendor or consulting, it has or later intends to establish with a federal candidate or political party. DDC agrees to notify API in writing and no later than five business days prior to taking on another engagement that, in API's sole discretion, presents an actual or perceived risk of an allegation of improper coordination between API and a federal candidate or political party. API may authorize DDC Public Affairs to present a written plan establishing safeguards and firewalls to adequately protect API from the risk of an allegation. If adequate measures cannot be agreed upon, API may immediately terminate this agreement. DDC further agrees that it will take no action that would cause API to improperly coordinate its activities under the law, including, but not limited to, conveying to API non-public information about plans, projects, activities, or needs of a candidate or political party.

11. **Reserved.**

12. **Items of Value (Gifts, Meals, Entertainment).** Neither Consultant nor its officers, directors, employees, agents and subcontractors, if authorized, may give or receive anything of value to or from any director, employee, officer, or agent of API without first confirming compliance with relevant API policies governing gifts, meals, entertainment and ethical conduct. Consultant may not engage in any business relationship unless pursuant to the terms of this Agreement. Consultant shall promptly notify API of any actual, alleged or suspected violation of this paragraph. If Consultant accepts anything of value in violation of this paragraph, Consultant shall promptly provide it to API. API may audit the books and records and any other relevant materials of Consultant and any agent of Consultant to determine compliance with this paragraph. API may terminate this Agreement if it determines in its sole discretion that there is an improper giving or receiving of anything of value without the appropriate authorization.

13. **Restrictions on Use of API Information.** Consultant shall not use any API content, information, processes, knowledge or any copyrightable work created under this Agreement or any materials developed therefrom for any other purpose than to satisfy the terms of this Agreement, or release the content or findings of the work performed hereunder to parties outside API, without prior review and written approval from the API Contract Officer, unless such materials are already in the public domain as of the date of this Agreement or are otherwise publicly released by API. Consultant shall not disclose the existence of this Agreement, its terms, the content or findings of the work performed hereunder to any parties outside API, and shall preserve the confidentiality of information furnished hereunder by API or received on behalf of API pursuant to the obligations described under Nondisclosure of Confidential Information.

14. **Intellectual Property Ownership.** Except for the license rights expressly granted herein,

this Agreement does not transfer from DDC to Client any DDC Technology, and all right, title, and interest in and to DDC Technology will remain solely with DDC. Except for the license rights expressly granted herein, this Agreement does not transfer from Client to DDC any Client Technology, and all right, title, and interest in and to Client Technology will remain solely with Client. Notwithstanding anything to the contrary in this Agreement, DDC will not be prohibited or enjoined at any time by Client from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another client of DDC. Client grants to DDC a limited, non-exclusive license to the Client Technology and Client Materials for the limited purpose of providing the Services herein; provided that such limited license shall terminate immediately upon the termination of this Agreement. Any Software made available for Client's use under any Work Order is subject to the limited license, and Client shall not own nor acquire any interest in such Software, except as explicitly provided therein. Under no circumstances shall client attempt to (1) copy the Software, (2) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive source code from the Software; (3) write or develop any derivative or other Software programs, based, in whole or in part, upon the Software.

The Services described in a Work Order may include the production of written materials that may be Work Product. DDC hereby retains the rights to DDC's methodologies, processes, ideas, templates, forms, and other standardized written materials utilized in the preparation of the Work Product, including, without limitation, portions of text included in the Work Product ("DDC's Work"). DDC retains the right to utilize DDC's Work in work prepared for other of DDC's clients in the future. None of Client's Confidential Information, Client Materials or Client Technology or any other information obtained by DDC from Client will be considered part of DDC's Work. Excluding DDC's Work, all other right, title, and interest, including all intellectual property rights such as copyrights and patent rights, in the Work Product is hereby transferred to Client and shall be the sole property of API. API may use such Work Product in any manner in which API, in its sole discretion, deems fit and proper, including submission to governmental agencies, use in litigation, or use in other proceedings before governmental bodies.

Consultant represents and warrants that it possesses sufficient rights to grant API the right to use all Work Product delivered under this Agreement, and specifically warrants that the terms of any licenses for any third party intellectual property used to create Work Product delivered under this Agreement shall provide API with the rights above. Consultant will not use the Work Product or other material developed therefrom, or release the content or findings of the work performed hereunder to parties outside API without prior review and written approval from API, unless they are in the public domain or are otherwise publicly released by API. Consultant agrees to preserve the confidentiality of information furnished hereunder by API.

17. **Intellectual Property Used in Deliverables.**

a. Consultant shall not provide any deliverables that will include either a new branding, slogan, or tagline or an existing third party trademark, without API's prior, specific written approval for such use. Consultant agrees to provide deliverables requiring written approval under this paragraph to API for review 5 business days prior to any anticipated publication date. For the purposes of this Agreement, new branding, slogans, or taglines includes:

i. **Trademarks:** words, numbers, or alphanumeric combinations used to identify a product or service.
ii. **Tag lines and slogans:** short phrases and word combinations that are set apart from standard advertising text or are prominently displayed or re-used and are intended to convey a memorable idea or a positive statement about a product or service.
iii. **Logos:** graphic designs or art used to identify a product or service.
iv. **Characters:** any person, animal, or fictitious creature that is created to endorse or represent a product or service.
v. **Jingles:** songs or short pieces of music that are intended to be associated with a product or service.

b. Provision of a deliverable to API without API's prior written approval of use of a new branding, slogan, or tagline or an existing third party trademark shall constitute a material breach of the terms of this Agreement by Consultant, regardless of whether API or Consultant publishes said deliverable, and API shall have the right, but not the obligation, to terminate this Agreement effective immediately on provision of written notice. In the event of termination under this paragraph, API shall not be liable for any charges for work not completed and invoiced as of the date of such termination, nor alleged reliance, consequential, or any other damages of any type alleged to be caused by API's termination or the original publication.

18. **Privacy.** API may provide to DDC mailing lists or other API data or information that may be helpful to the Services DDC is providing under this Agreement. DDC may use such materials only in fulfilling its obligations under this Agreement, and shall not reproduce, distribute, use or share such materials in any other way.

19. **Nondisclosure of Confidential Information.** All Confidential Information relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information of like kind and import, but in no event using less than a reasonable degree of care. Neither party shall disclose, publish, release, transfer, or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. The obligations herein shall not restrict any disclosure by either party pursuant to any applicable law, or by order of any court or government agency (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order), and shall not apply with respect to information which (i) is developed by the other party without violating the disclosing party's proprietary rights; (ii) is or becomes publicly known (other than through unauthorized disclosure); (iii) is disclosed to the recipient of such information by a third party free of any obligation of confidentiality; (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any other confidentiality agreements entered into before the Effective Date between Client and DDC; or (v) is rightfully received by a party free of any obligation of confidentiality.

At the termination of this Agreement, Consultant will return a copy of API Confidential Information and remove all API Confidential Information from its production systems. In the event Consultant retains copies of such Confidential Information as part of its routine backup processes, Consultant represents and warrants that it will not access such information after the date of termination hereunder except at the written direction of API or a lawful order of a court or government agency, and subject to any obligations related to applicable law and the continuing terms of this Agreement.

20. **Warranty.** DDC warrants that the Services will be performed in a professional and workmanlike manner, consistent with industry standards and the specific terms of any Work Orders; and to the best of DDC's knowledge, none of the Work Product or Software will infringe, misappropriate, or violate the intellectual property rights of any third party. For breach of this warranty, Client's sole remedy, at DDC's option, will be to (a) alter the Software to make it non-infringing, while maintaining the same functionality, or (b) provide a prorated refund to the Client of the fees paid for the Software. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY DDC, AND NO OTHER WARRANTIES ARE PROVIDED TO CLIENT OR ANY THIRD PARTY AND, EXCEPT FOR THE SPECIFIC WARRANTIES PROVIDED HEREIN ALL WORK PRODUCT, SERVICES, AND SOFTWARE ARE PROVIDED "AS IS". DDC DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DDC FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES ARISING FROM USAGE OF TRADE AND COURSE OF DEALING. DDC DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE. DDC SHALL NOT BE RESPONSIBLE FOR ANY OF CLIENT'S INFORMATION, DATA, AND/OR SOFTWARE THAT MAY BE LOST, DAMAGED, OR CORRUPTED DURING CLIENT'S USE OF THE SOFTWARE; PROVIDED THAT SUCH INFORMATION, DATA, AND/OR SOFTWARE RESIDES ON CLIENT'S OR AN INDIVIDUAL USER'S PC, SYSTEM, OR NETWORK AND HAS NOT BEEN PROVIDED TO DDC AS PART OF THE SERVICES.

Client represents and warrants (i) that, to the best of Client's knowledge, none of the Client Materials will infringe, misappropriate, or violate any intellectual property or other right of any person or entity, (ii) Client has the authority to provide to DDC the Client Materials, and (iii) Client's provision of the Client Materials shall not violate any local, state, or federal law, rule, or regulation.

Client represents, warrants and covenants that it, and its Users, will not upload, post or transmit to or distribute or otherwise publish through the Software any materials which (a) restrict or inhibit any other user from using and enjoying the Software, (b) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, harassing, pornographic, profane, sexually explicit or indecent, (c) constitute, or encourage conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate law, (d) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (e) contain a virus, Trojan horse, worms, time bombs, robots or other harmful components intended to disrupt or interfere with the intended operation of the Software or any site on the World Wide Web, or (f) constitute or contain false or misleading indications of origin or statements of fact. In addition Client represents, warrants and covenants that it, and its Users will not (g) attempt to gain unauthorized access to the Software or the Client Sites of others, (h) use the Clients Sites or Services, or any part thereof, to harass or harm any other User or any other person in any way; (i) impersonate any person or entity, or falsely state or otherwise misrepresent its affiliation with a person or entity; (j) interfere with or disrupt the Software or servers of DDC; or (k) use the Client Sites or Services to violate any applicable, local, state, national or international law or regulation. DDC may suspend or terminate Services immediately, without prior notice to Client, if DDC believes, in good faith, that Client or any User is breaching the terms of this paragraph. Client shall defend, indemnify, and hold DDC harmless from and against all claims, expenses, or damages resulting from Client's breach of the terms of this paragraph.

21. **Indemnity.** Notwithstanding any other provision of this agreement, Client shall defend, indemnify, and hold DDC, its officers, directors, members, employees, and agents harmless from and against any and all claims, awards, judgments, and damages arising from or related to (i) DDC's use of the Client Technology, (ii) DDC's use of the Client Materials, (iii) any personal injury or property damage resulting from the gross negligence or willful misconduct of Client's employees or agents, (iv) Client's failure to pay any taxes applicable to the services hereunder and (v) Client's violation of any applicable laws, rules or regulations. DDC shall defend, indemnify, and hold Client, its officers, directors, members, employees, and agents harmless from and against any and all claims, awards, judgments, and damages arising from or related to (i) a claim by any third party that the Services, Work Product, or Software infringe the intellectual property rights of any third party, (ii) any personal injury or property damage resulting from the gross negligence or willful misconduct of DDC's employees or agents and (iii) DDC's violation of any applicable laws, rules or regulations.

22. **Termination.** Either party shall have the right to terminate this Agreement at any time by giving at least thirty (30) days' advance written notice to the other. Upon receiving such notice of termination from API, DDC shall cease incurring costs under the Agreement, except with API's prior approval for such costs which are necessary to close out the agreement. In the event of such termination for convenience, DDC will refund to Client a prorated amount of any unused, prepaid fees for any products. Utilized License fees and consulting service(s) fees are non-refundable. Should DDC elect to terminate this Agreement, it agrees to complete any assignments underway, if API so requests. If either party breaches a material provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' notice unless the breach is cured within ten (10) days of receipt of such notice of material breach.

23. **Notice of Claims.** Consultant agrees to notify the API Contract Officer in writing within five business days of any threats of litigation or of any assertion or allegation that the rights of any third party have been violated by any actions taken pursuant to this Agreement. In response to said assertion, Consultant agrees to: (1) consult with the API Contract Officer to determine what action needs to be pursued, and (2) to take any action that is deemed necessary by API to protect both parties. The parties agree that if API determines that there is a reasonable basis for said assertion that API may immediately suspend or terminate this Agreement. API shall not be liable to Consultant for any lost royalty, cost, expense, or damage whatsoever resulting from a suspension or termination made pursuant to this paragraph.

24. **Return of Materials.** Upon termination of this Agreement, DDC shall return to API any information furnished hereunder by API, together with all documents, data, Work Product, or other material developed therefrom that are not the proprietary property of DDC.

25. **Limitation of Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE SPECIFIC INDEMNIFICATIONS PROVIDED HEREIN, OR BREACH OF THE CONFIDENTIALITY SECTION CONTAINED HEREIN, DDC'S TOTAL LIABILITY (WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY) UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL

COMPENSATION PAID TO DDC FOR SERVICES AND WORK PRODUCTS RECEIVED WITHIN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE CAUSE OF ACTION. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS DESCRIBED HEREIN, API'S LIMITED LIABILITY SHALL NOT EXCEED THE FEES PAID TO DDC BY API UNDER THIS AGREEMENT.

26. **Force Majeure.** Neither party shall be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation; unavailability of, interruption, or delay in telecommunications or third party Internet service providers; or failure of third party Internet service providers.

27. **Waiver, Severability and Assignment.** The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties; and any modification of this Agreement must be specifically referenced. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, and any assignment in violation hereof shall be void; provided, however, that a sale of all or substantially all of the stock of DDC shall not be considered an assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to the conflicts of laws provisions thereof.

28. **API Tax Exempt Status.** API is a nonprofit corporation exempt from United States federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986 as amended. No provision of this Agreement shall obligate API to take any action that is inconsistent with or that could jeopardize its tax-exempt status.

29. **Consultant is Independent Contractor.** It is understood that DDC is acting as an independent contractor in its performance of any and all work hereunder, and the only obligations assumed by API are those set forth herein. No association, partnership, or joint venture of any kind has been created by this Agreement. Consultant agrees not to refer to itself as API's agent nor refer to the relationship between the parties as an association, partnership, joint venture, or any other business combination. Consultant shall have no authority to act or contract on behalf of API. API shall not be liable for taxes, Workers' Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, and/or other taxes or withholding for or on behalf of Consultant or any other person under Consultant's direction in performing the services under this Agreement. All such obligations and costs are Consultant's responsibility.

30. **Restrictions on Publicity.** DDC will not use the trademark or name of the American Petroleum Institute or any abbreviation thereof, in any publicity, advertising, or for other promotional purposes without the prior written approval of API.

31. **Modification.** The terms and conditions of this Agreement may only be modified in writing, and must be signed by the undersigned or their successors.

32. **Choice of Law.** The laws of the State of Maryland shall govern this Agreement. The parties agree that any action, suit, or proceeding based upon any matter, claim, or controversy arising under this Agreement shall be brought exclusively in the federal or state courts located in the District of Columbia.

33. **Priority of Terms.** This Agreement sets forth the entire agreement between the parties. In the event of inconsistencies or ambiguities between this Agreement and its attachments or any other documents that have been expressly incorporated by reference into this Agreement, including but not limited to any proposals, Statements of Work, invoices, purchase orders, or service orders, the express terms of such expressly incorporated attachments or documents shall govern solely for the purpose of resolving such inconsistency or ambiguity.

34. **Surviving Terms.** Paragraphs 5-33 shall survive the termination of this Agreement.

[Signatures appear on the following page]

If the above terms and conditions are acceptable, please sign below and return an executed copy of this Agreement to API.
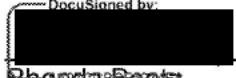
DDC Advocacy LLC

American Petroleum Institute

DocuSigned by:

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Rhonda Bentz
Vice President – Paid Media and Strategic Initiatives

Date: ___7/21/2021 | 7:23 AM PDT___

Date: ___8/13/2021 | 11:19 AM EDT___

STATEMENT OF WORK

Term

The term of this SOW shall cover work from 6/25/2021 to 7/31/2021.

Scope of Work

In consideration for the fees detailed in the Budget, DDC will conduct the following Services on behalf of the client:

- Edit current   video
  Includes images, voiceover and script editing.

-

- Produce and send emails

Budget

The following budget provides an estimated cost for the scope of work described above (the "Services"), additional level-of-effort will be provided as details become available. Please note that these figures do not include any pre-approved miscellaneous, out-of-pocket expenses—such as travel expenses—which may be billed separately. All travel expenses in excess of USD $1,000 must be approved by Client in advance in writing.

Budget	
Video Editing	