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GSD&M
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API Contract No.: 2016-110810

This letter of agreement between the American Petroleum Institute (hereinafter "API") and GSD&M (hereinafter "Consultant") is as follows:

- 1. Scope of Work.** API authorizes Consultant to provide advertising strategy, creative, production, and advertisement placement services for API's Energy print, radio, television and digital advertising campaign, as specified in Consultant's statement of work, which is attached as Exhibit A and made a part hereof.

Tasks and deliverables under this agreement include:

- Creative development and production for all advertising materials related to the campaign, including print, radio, TV, digital and out of home.
- Media placement strategy and planning; management of Strategic Media Services, which includes media buys.

Consultant shall complete tasks and prepare deliverables in the timeframe specified in Exhibit A, unless otherwise approved by API, which may be in the form of an approved production estimate. Consultant will not make any media placements without the prior written approval of API. Said approval may be via written communications or in an approved media budget. For purposes of this agreement, the term "placement or media placement" includes current plan, strategic direction, recommendation of media tactics and spending levels, but does not include media buying (negotiating, purchasing, contracting).

- 2. Consultant Authorized Representative.** Consultant agrees Coley Platt shall be the project manager. Consultant shall give API prior written notice of the replacement or reduction in the level of effort of the project manager, except as a result of unforeseen events (such as but not limited to illness or incapacity or other personnel type issues) in which case Consultant will give prompt notice on the occurrence of any such event. 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.
- 3. API Authorized Representative.** Technical and administrative aspects of this agreement will be under the direction of Linda Rozett, Vice President, Communications, American Petroleum Institute, 1220 L Street, NW, Washington, D.C. 20005, or as otherwise designated. The API representative for work conducted hereunder is Jocelyn Kelly. Consultant shall send all correspondence and reports relating to this agreement to the designated representative's attention at the foregoing address.

An equal opportunity employer

4. Compensation. Pursuant to Exhibit A, Consultant shall provide all of the services under this agreement pursuant to a budget amount not to exceed which shall include all production, planning, placement, professional services and other fees as follows:

- Labor – an amount not to exceed which shall be invoiced at Consultant's hourly rates as specified in Exhibit A.
- Media buys/placement – including SMS's commission on gross media buys of 1.6%. The net media equals 85% of the gross media. The gross media is the net media divided by 0.85.
- Production costs and related (hard costs) including travel expenses – an amount not to exceed

Consultant shall adhere to the dollar amounts in the above categories unless API directs otherwise. The parties will execute an amendment to this agreement, as necessary, to provide for additional services agreed upon by the parties. Except for amounts payable to third parties, including SMS, API may withhold up to 15% of the agreement amount, pending API's acceptance of all deliverables, in accordance with the approved scope for such deliverables.

5. Invoicing and Expense Documentation Guidelines. Consultant agrees to follow the guidelines in Exhibit B, *API Invoicing and Expense Documentation Guidelines*, including how to submit invoices for payment, what constitutes allowable out of pocket expenses, and payments that the Consultant may not pay directly on API's behalf. Additional financial terms for this agreement are as follows: M.U

- a. Consultant reserves the right to bill API in advance for any third party expenditures, including ad buys, and require payment of such bills prior to incurring any third party expense on behalf of API.
- b. All third party expenditures are to be invoiced to API net, without commissions or mark-ups, except that the media buys billed from SMS will include commission on gross media of 1.6%.
- c. Provided that API has approved the relevant expenditure, on either a line item or cumulative basis, contracts that Consultant enters into on API's behalf with third party vendors, including media vendors, will state that if API does not pay Consultant for all amounts owed to such vendors, then the vendors' sole recourse for payment is from API. Consultant shall not enter into contracts on API's behalf with third party vendors that will cause the overall cost of this agreement to exceed the budget stated in paragraph 5, including contract cost overruns, unless agreed to in writing by API, which may be in the form of an approved production budget or media budget.
- d. Consultant shall adhere to the budget specified in its attached proposal, unless otherwise directed and approved in writing by API.
- e. In the event that the ad placement budget is increased, the parties agree to execute an amendment to this agreement outlining the new budget and fees, if applicable.
- f. In the event the cost of an expenditure is expected to exceed the approved amount by more than ten (10) percent, Consultant must obtain prior written approval from API. If Consultant is unable, due to extraordinary circumstances, to obtain such approval in

writing, Consultant may obtain API's oral approval, provided Consultant confirms such oral approval not later than two (2) business days from the time oral approval is obtained.

- g. API may, during the progress of any work hereunder, by written or oral order to Consultant, require additions, modifications, suspension, or termination of such assigned work, provided in the case of termination of substantial portion of the work, API shall provide Consultant with thirty (30) days notice. Upon receipt of such instructions from API, Consultant shall take no action that may increase the expense to API and will use commercially reasonable efforts to avoid any penalties for work modification, suspension, or termination from third party suppliers. API will hold Consultant harmless with respect to any costs incurred by Consultant as a result thereof.
- h. In purchasing any materials or services for API's account, Consultant will exercise reasonable care in selecting suppliers, and make commercially reasonable efforts to obtain the lowest price for the desired quality of materials or services to be delivered in accordance with the applicable time parameters. Wherever possible, Consultant will obtain competitive bids. In no event shall Consultant purchase any materials or services from any supplier which is a subsidiary or affiliated company, or which is known to Consultant to be owned or controlled by any Consultant directors or officers, without making full disclosure to API of any such relationship.
- i. If any digital or media buying execution is to be done via programmatic means (i.e., use of DSP, exchanges, etc.) in order to leverage consumer data and/or drive cost efficiencies or where the Consultant can make an additional profit or gain an agency opportunity, Consultant shall appropriately provide transparency to the process, optimization, its fees and related costs as line items in the media placements for API's approval.
- j. If at any time Consultant receives discounts or rebates from any production or media supplier engaged by Consultant to perform work for API, whether based on volume of work given to such supplier by Consultant or otherwise which applies to purchase made by Consultant on behalf of API, then and in such event, Consultant will remit to API, within a reasonable time after Consultant's receipt of such discount or rebate, such proportion thereof as the volume of work given by Consultant to such supplier on API's behalf bears to the total volume of work given by Consultant to such supplier from all of Consultant's clients during the pertinent period to which the discount or rebate is applicable.
- k. Services provided by Consultant pursuant to this agreement will be billed to API as specified in the table titled, *Payment Schedule*, in Exhibit A. Consultant will develop a budget, to be agreed upon by both parties, for each advertising production project. Said agreement may be via email or hard copy communications.

6. **Term.** This agreement shall be effective on September 26, 2016 and shall terminate on December 31, 2017.
7. **Subcontract.** It is understood that Consultant has sole right to subcontract production and media placement services to vendors of its choosing subject to the prior written approval of API; provided API has designated that Consultant use SMS for media placement. Subject to other provisions of this agreement, Consultant shall be responsible for the performance of

(other than those designated by API) and payment to its subcontractors. Consultant shall require subcontractors to comply with all terms of this agreement.

8. Substantive Conflicts. During the period of this agreement, Consultant and its personnel shall not represent or engage in efforts for any other party or entity on matters or issues that conflict with positions taken by API as set forth below. For purposes of clarifying the foregoing, API agrees that following shall not be viewed as a conflict in positions taken by API:

Consultant shall immediately notify the API designee if he becomes aware of the existence of a conflict or potential conflict. Consultant shall not release any information concerning work hereunder to anyone outside API, without prior written approval of API, except for reports required by law. Consultant shall not perform similar work for an entity or individual unless Consultant obtains prior written permission from API approval authority Jocelyn Kelly. This restriction shall remain in effect until the agreement terminates.

9. Lobbying Act. Consultant shall render all services during the term of this engagement in accordance with all applicable federal and state laws and regulations. As Consultant'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, Consultant will, if applicable, register with and report to Congress under the provisions of that Act. Consultant and any of its assignees agree to comply with the Lobbying Disclosure Act of 1995 (Public Law 104-65), as amended, and 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 and the Standards of Ethical Conduct of Employees of the Executive Branch. Consultant'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. Consultant shall ensure that it, and any of its employees and assignees who are members of the core account team who are performing work under the scope of this agreement, have been informed of the current gift and ethics rules for the House and the Senate, as well as the current terms of the Lobbying Disclosure Act, either by attending formal training or an informal briefing by an individual with requisite knowledge.

10. Compliance. Consultant agrees that it: (a) will comply with all applicable laws governing bribery and corrupt practices, including but not limited to the U.S. Foreign Corrupt Practices Act; (b) will not take any action in furtherance of bribery of a government official or employee, or any political party or candidate; and (c) will not give or offer anything of value to any government official or employee, or any political party or candidate, for the purpose of: (i) influencing or rewarding any act or decision of such official, employee, party or

candidate, either directly, or indirectly through an agent or subcontractor; (ii) inducing such official, employee, party or candidate to violate his or her lawful duty; (iii) inducing such official, employee, party or candidate to influence any government or instrumentality thereof; or (iv) securing any improper advantage for API. For the purposes of this paragraph, employees of state-owned entities are considered to be "government officials or employees." Consultant agrees to notify API immediately if Consultant receives any information indicating a possible violation of the requirements of this paragraph. Consultant represents that no government official or employee, or any political party or candidate has an ownership interest greater than 5% in Consultant. Consultant further agrees to notify API if, during the term of this Agreement, any government official or employee, or any political party or candidate acquires an ownership interest greater than 5% in Consultant.

Consultant agrees that API may, in its sole discretion, immediately terminate this Agreement if API learns information which it determines, in its sole discretion, to be evidence of a breach by Consultant or Consultant's officers, directors, employees, or agents, of any representation set forth in this paragraph, and that API shall not be liable for any damages alleged to be caused by such termination. Consultant and any of its agents agree that they shall comply with and render all services under this agreement in accordance with all other applicable federal, state and local laws and regulations.

- 11. Consultant Pre-existing Materials.** API understands that Consultant's pre-existing proprietary materials used for work under this agreement shall remain the property of Consultant. Such proprietary materials include, but are not limited to (i) Consultant databases, media lists, media training guides, Consultant branded materials and proposals Consultant submits to API that API does not engage Consultant to develop; and/or (ii) stock photography or any materials (including voices, images, and likenesses) obtained from third parties pursuant to license agreements.
- 12. Intellectual Property Ownership.** All advertisements, photography, art work, reports, drawings, drafts, data, print materials/ mechanicals and other documents or materials developed and incorporated into deliverables hereunder, and the right to copyright such reports, drawings, drafts, data and other documents, whether in electronic media or hard copy, shall be the sole property of API, except to the extent that any such materials are proprietary to Consultant or a third party, as set forth in Section 11 above. Subject to the terms of license agreements for third party materials as set forth in Section 11 above, API may use its proprietary materials 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 shall receive approval from API for all advertisements before releasing them for placement.
- 13. Trademarks.** If API requests that Consultant create any logos, slogans, trademarks, designs, service marks or other trademarkable items ("Trademarks") under this engagement, both API and Consultant will cooperate in risk assessment to determine whether such Trademarks are available for API's use and do not infringe rights of other parties. API will undertake the necessary legal analysis to ensure that the trademark is available for use. Should API desire to register any Trademarks, API will do so at its own cost and in compliance with all applicable laws.
- 14. Talent Personnel.** If Consultant seeks to hire talent that would obligate Consultant to any contractual obligations, such as union or guild agreements including the Screen Actors Guild ("SAG") and the American Federation of Television and Radio Artists ("AFTRA") SAG-AFTRA Commercials Contract governing the hiring and use of performers in commercial

materials, Consultant will confer with API before entering into any such contracts and API shall have the right to review such proposed contracts and approve or reject such proposed contracts. Consultant advises API that Consultant is a party to certain collective bargaining agreements with the SAG and AFTRA (individually and collectively, the "Union Agreements") and that the hiring and payment of talent by Consultant in connection of the provision of Services hereunder will be subject to the terms of such Union Agreements.

15. Use of Materials. Consultant will not use any materials, whether draft, final, hard copy or electronic format, developed under this agreement, or release or discuss any information concerning this agreement or the work performed hereunder to parties outside API without prior review and written approval from API, unless such information is in the public domain or has otherwise been publicly released by API.

16. Consent to Release. Consultant agrees to preserve the confidentiality of information prepared for API, furnished hereunder by API, or received on behalf of API. To that end, Consultant shall not discuss or otherwise release any information concerning its representation of API and API's member companies or any of the work hereunder to anyone outside API, without prior written approval of API's President, except for reports required by law. This includes media contacts, articles or talks before any audiences. In addition, Consultant shall not place itself in a position where it appears or can be assumed that Consultant is speaking for API or its members, except to the extent that Consultant is acting at API's direction. However, Consultant may identify API as one of its clients on its website, in its annual report and other internal materials, but must receive written approval from API's Vice President, Communications before identifying API as one of its clients in external materials.

17. Confidential Information. This Section 17 governs Consultant's obligations with respect to API's Confidential Information. Confidential Information includes, but is not limited to, deliverables and any technical and business information relating to API's activities, products, services, employees, customers, member organizations; and the existence, terms and substance of this agreement. Confidential Information does not include information that is or becomes publicly available without act or omission by Consultant or API; was in Consultant's possession before API's disclosure to Consultant; or is lawfully disclosed to Consultant by a third party without restriction on disclosure, or information after it is submitted for publication, print, or broadcast as contemplated by this Agreement.

Consultant certifies that it currently is not obligated by any agreement with any other third party to disclose Confidential Information related to this agreement. Consultant agrees: (i) to use API's Confidential Information only for purposes of performing this agreement; (ii) to not disclose API's Confidential Information to any third party pursuant to a contractual obligation without prior written approval from API; (iii) prior to disclosing Confidential Information to the extent required by lawful order of a court or government entity, to the extent permitted by law Consultant shall immediately notify API of such order, provide a copy of the order to API, allow API to review and comment on Consultant's response to such order before disclosure, and allow API to seek maximum confidential treatment of the Confidential Information allowed by law; and (iv) to use commercially reasonable efforts to secure against discovery or disclosure of API's Confidential Information.

The parties agree that the requirements of this paragraph are material terms such that failure to comply with this paragraph is grounds for API to terminate this agreement and to seek injunctive relief for protection of API's Confidential Information. At the termination of

this agreement, Consultant will return or destroy (at API's election) all Confidential Information in Consultant's possession or control.

18. Third Party Infringement. Consultant and API mutually represent and warrant that none of the material contained in any advertisements or other deliverables will violate or infringe upon the proprietary or statutory rights of any person or entity, or constitute an invasion of anyone's right to privacy, subject to API's use of third party materials as set forth in Section 12 in accordance with the terms of the applicable license or use agreement. If either API or Consultant is found liable for violating or infringing the proprietary or statutory rights of any third party or violating any third party's right to privacy, the party found liable for such a violation shall indemnify the non-violating party for any damages the non-violating party suffered as a result of the violating party's conduct. Such damages include court costs and reasonable attorneys' fees that the non-violating party may have incurred in the defense of a legal action brought by a third party.

19. Indemnification. Notwithstanding any other provision of this agreement, API agrees to hold Consultant harmless for actions brought by third parties for API's negligent acts arising out of the performance of this agreement or API's products or services. Consultant agrees to hold API harmless for actions brought by third parties for negligent acts by Consultant and/or its subcontractors arising out of their performance of this agreement. In no event shall Consultant be liable for any acts or omissions of any third party vendors or media buying parties selected by or designated by API.

20. Termination. Either party may terminate this agreement by giving 90 days written notice to the other. Upon receipt of such notice of termination, Consultant shall cease incurring costs on this agreement except with the prior approval of API for such costs which are necessary to close out the agreement. In the event of such termination, API's sole obligation will be to reimburse Consultant for actual costs incurred (including contractual commitments incurred before but which are billed subsequent to the date of termination) as of the date of termination and subsequent costs incurred with prior approval of API, including legal, uncancelable commitments to third parties. Any uncancelable contract made upon API's authorization and still in force at the expiration of the period of notice (including, without limitation, talent and media contracts) will be carried to completion by Consultant unless by its terms such contract is assignable to API and API (or a financially responsible third party designated by API) assumes such agreement in writing and carries out performance thereof (including, without limitation, payments under any talent contracts or any session, use and holding fees). In all events API will indemnify, defend and hold Consultant harmless from any liability, cost or expense, in connection with the further performance of such contract. In no event shall such payment include costs and/or anticipated fees for unperformed work or exceed the maximum amount of the agreement as set forth in paragraph 4; provided API shall owe and Consultant shall be entitled to all fees to the effective date of termination. Should Consultant elect to terminate this agreement, Consultant agrees to complete any assignments underway, if API so requests.

21. Right to Inspect. API shall have the right at all reasonable times during normal business hours mutually agreed to by both parties during the agreement and for a reasonable period following termination of the agreement, to inspect all records (excluding individual timesheets, employee salary data, and/or personnel records) directly relating to the work conducted hereunder, for the purpose of ensuring conformance with this agreement. Such inspection shall include the right to photocopy records pertaining to work conducted hereunder, excluding individual timesheets, employee salary data, and/or personnel

records. No inspections shall be conducted by an entity that is compensated on a contingent fee basis. Where an audit reveals a discrepancy from the actuals for the period covered by the audit, Consultant shall correct such practices, and reimburse API the amount of the discrepancy owed, and if the amount of the discrepancy is \$5,000 or more API's labor and reasonable out-of-pocket cost of such audit.

- 22. Return of Information.** Upon termination of this agreement, Consultant shall return (or destroy [other than information embedded in emails from API]) to API any information furnished hereunder by API, together with all documents, data or other material developed therefrom.
- 23. Subcontract.** Except as contemplated by Section 7, Consultant may not assign, subcontract, or otherwise delegate its obligations under this agreement without API's prior written consent; provided Consultant shall have the right to transfer this Agreement without the consent of API in connection with a merger, consolidation, or reorganization of Consultant with an entity owned by Omnicom Group, Inc., either directly or indirectly so long as the transferee assumes the obligations of Consultant hereunder.
- 24. Independent Contractor.** It is understood that Consultant is acting as an independent contractor in its performance of any and all work hereunder and nothing in this agreement is intended or should be construed to create a partnership, joint venture, or employment relationship; provided API hereby appoints Consultant as agent acting on behalf of API for the purposes of acquiring media, goods and services from third parties in connection therewith, including but not limited to, artwork, production, magazine inserts, media placement services, usage rights, license fees, facility space, shoots, talent, and the like. Consultant agrees not to refer to itself as API's agent nor refer to the relationship between the parties as a joint venture or partnership. Consultant shall be responsible for payment of all taxes solely based on Consultant's income as may be applicable under the agreement. API shall be responsible for all other taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Consultant's performance of the services.
- 25. Complete Agreement.** This agreement sets forth the entire agreement between the parties and supersedes all prior proposals, understandings or agreements, oral or written, relating thereto.
- 26. Modification.** Any change, modification, extension, termination, or waiver of this agreement or any of its provisions must be in writing and signed by the undersigned or their successors.
- 27. Restrictions on Publicity.** Consultant 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.
- 28. Choice of Law.** The laws of the District of Columbia shall govern this agreement. The parties agree that the only venue for hearing any disputes related to this agreement shall be the District of Columbia.
- 29. Limitation of Liability.** EXCEPT AS REGARDS THE INDEMNITY OBLIGATIONS OF THE PARTIES, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER

LEGAL THEORY) SHALL EXCEED THE AMOUNT OF FEES PAYABLE BY API TO CONSULTANT PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

30. No Hire. DURING THE TERM OF THIS AGREEMENT, AND FOR SIX MONTHS THEREAFTER, NEITHER PARTY SHALL HIRE THE EMPLOYEES OF THE OTHER WITH WHICH THEY HAVE HAD CONTACT UNDER THIS AGREEMENT. IN THE EVENT THAT A PROHIBITED HIRE IS MADE, THE HIRING PARTY SHALL PAY THE NON-HIRING PARTY EQUAL TO TWO TIMES THE FORMER YEARLY BASE SALARY OF THE EMPLOYEE(S) SO HIRED.

31. Execution and Counterparts. This agreement may be signed in multiple counterparts that together shall constitute a single agreement. This agreement, including any modifications, waivers, or notifications relating thereto, may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

32. Inconsistencies. In the event of inconsistencies between this agreement and its attachments, the express terms of this agreement shall govern.

33. Insurance. Consultant agrees to maintain at all times while this Agreement is in effect insurance in form and amount sufficient to meet the obligations of Consultant contained in this Agreement, but in no event less than the following occurrence-based insurance coverage in the form and from insurance companies reasonably suitable to API (collectively, the "Required Insurance Coverage") in Exhibit C.

34. Survival. Paragraphs 7-32 shall survive the termination of this agreement.

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

GSD&M



Date: 12/2/2016 | 8:23 PM EST

AMERICAN PETROLEUM INSTITUTE



Jack Gerard
President & Chief Executive Officer

Date: 12/3/2016 | 1:08 PM EST

EXHIBIT A
STATEMENT OF WORK

I. Scope of Work -- Consultant's deliverables

1. Strategic and Planning

- Ongoing strategic planning for the oil and natural gas messaging campaign
- Target audience insights to prioritize Influentials, Voters and Millennials, including prioritization and segmentation
- Provide thought leadership in advertising and media channels to inform the campaign
- Communications and channel planning
- Media plan development; lead with API's media buying agency, responsible for TV, radio, print, out of home and digital buying
- Collaborate with API's research firm for copy and messaging testing
- Metrics, monitoring and optimization – benchmarking, goal setting and tracking following each flight and/or monthly
- Competitive analysis semi-annually and real time based on NGO or anti-API messaging
- Provide media trends presentation annually

2. Creative

- Creative brief development
- Campaign creative development
- Prepare campaign material for copy testing including storyboards, video storyboards, comprehensive layouts
- Production of multi-media campaign including but not limited to video, radio, print, out of home, digital banners and social posts
- Ongoing creative consultation
- Creative revisions as necessitated by market conditions
- Manage casting, third party production companies, stock art purchase, network legal clearance, talent payments, etc.
- New campaign to launch in first quarter 2017 as early as possible

3. Account Management and Stewardship

- Committee twice a year; in year one up to two additional meetings in connection with new campaign launch
- Weekly status calls with API Communications team
- In person meetings with API Communications team (assume 4-6 annually)
- Presentations for API Communications team to deliver to API Board of Directors (assume 3-4 annually with one for kick-off, one after first wave of advertising, one at year end and one TBD)
- Manage budget with API
- Manage estimates and invoices in timely manner
- Provide quarterly financial reports as specified in contract; or at API's request

II. Payment Schedule

1. Retainer Service Fees. Consultant's compensation for Account Leadership, Strategy, Creative, Production, Support and Media planning services as specified herein for the period beginning September 26, 2016 through December 31, 2017 shall be in the amount of

billed as a fixed fee monthly in advance in the amount of _____ per calendar month. Payment for these services is in accordance with Exhibit B payable 30 days after API's receipt of invoice.

2. Production Billing Procedures. Production costs will be billed on the basis of signed estimates. All production jobs estimated in excess of twenty-five thousand dollars shall be pre-billed from estimate as follows:

Upon execution of an API's approved estimate for Broadcast and Digital Production or other applicable approval by API of a Broadcast and/or Digital Production job, Consultant shall pre-bill API for such production job 75% in advance with remaining 25% to be billed and due upon completion and delivery of work. The amount pre-billed shall be due upon receipt, and neither Consultant nor any third party services will commence until estimate (or other applicable approval) is signed by API and the payment for the first 75% of the estimate is received by Consultant. The payment for the first 75% will be credited to the total amount upon receipt.

Upon execution of an API's approved estimate for all other production work, Consultant shall bill API one-half of the estimate in advance. The amount pre-billed shall be due upon receipt. Neither Consultant nor third party services will commence until estimate is signed by API and the payment for the first half of the estimate is received by Consultant.

When costs have exceeded the pre-billed amount, all charges to date will be billed and the pre-billed amount will be credited. The balance of the job is progressed billed as costs are incurred until the job is complete.

Media Billing Procedures. **Media billing shall be in accordance with Section 5 of the Agreement.** Consultant shall bill API net media buys plus the SMS's commission in time for Consultant to be in receipt of funds before Consultant's payment to SMS is due. Should there be a media buy that does not allow for the receipt of funds by the date payment is due to SMS, API will provide an exception to the 30 day payment terms provided in Exhibit B, I.6. and payment will be due prior to the date Consultant must pay SMS.

III. Consultant Staffing and Fee

Department / Employee	Title	% of Time	Estimated No. Of Hours Total	Total All Together Fee
ACCOUNT AND PROJECT MANAGEMENT				
Duff Stewart	Chief Executive Officer			
J.B. Raftus	EVP/CMO			
Coley Platt	VP/Account Director			
TBD	Account Supervisor			
TBD	Account Manager			
Total for ACCOUNT AND PROJECT MANAGEMENT				
PLANNING, STRATEGY AND ANALYTICS				
Andrew Teagle	Sr VP/Chief Strategist			
Mike Dezso	VP/Strategy Director			
TBD	Social Media Manager			

Total for PLANNING, STRATEGY AND ANALYTICS	1,013	\$253,516
CREATIVE AND CONTENT		
Jay Russell	Chief Creative Officer	
Bill Bayne	Group Creative Director	
William Marceau	Group Creative Director	
TBD	Associate Creative Director	
TBD	Associate Creative Director	
TBD	Writer	
TBD	Art Director	
Rye Clifton	Director of Experience	
TBD	Digital Designer	
Total for CREATIVE AND CONTENT		
PRODUCTION AND PRODUCTION SUPPORT		
Kelly Grant	VP/Sr Print Producer	
TBD	Producer	
Kate Blair	Digital Producer	
TBD	Business Affairs Manager	
TBD	Project Manager	
TBD	QA Supervisor	
Todd Black	Senior Digital Developer	
TBD	Digital Imaging Manager	
TBD	Studio Artist	
Total for PRODUCTION AND PRODUCTION SUPPORT		
MEDIA PLANNING & BUYING		
Planning		
Carmen Graf	Sr VP/GMD/Director Consumer Connections	
TBD	Media Supervisor	
TBD	Senior Media Planner	
TBD	Media Planner	
Daniel Leal	Digital Media Director	
	VP/Associate Director Broadcast	
Jill Isherwood	Research	
Oversight		
Sarah Brauner	Invoice Audit Supervisor	
TBD	Billing Manager	
Krishna Brown	Senior Budget Manager	
Total for MEDIA PLANNING & BUYING		
TOTALS		

IV. Consultant Rate Card

USD per hour

Account Level One - Most senior	\$590
Account Level Two	\$325
Account Level Three	\$180
Account Level Four - Most junior	\$90
Planning Level One	\$420
Planning Level Two	\$290
Planning Level Three	\$175
Planning Level Four	\$95
Analytics Level One	\$310
Analytics Level Two	\$250
Analytics Level Three	\$180
Analytics Level Four	\$100
Creative Level One	\$700
Creative Level Two	\$470
Creative Level Three	\$175
Creative Level Four	\$105
Production Level One	\$400
Production Level Two	\$300
Production Level Three	\$170
Media Planning Level One	\$480
Media Planning Level Two	\$250
Media Planning Level Three	\$175
Media Planning Level Four	\$80

V. Consultant Studio Rate Card

Billable Functions	Function Description	Rate (USD per hour)
Studio Functions	Digital Design	\$175
	Hi-Res Retouching	\$150
	Lo-Res Retouching	\$115
	Animation/Multimedia	\$250
	Banner Development	\$150
	QA Proofing/Scripts	\$115
	QA Testing/Release	\$125
	Information Architecture	\$140
	User Experience	\$140
	Translation	\$125
	Web Development	\$175
	Digital File Prep	\$115
Editorial	In-House Photography	\$150
	Digitizing	\$100
	Editorial	\$200
	Audio Suite	\$150
	Film Production	\$200
	Visual Effects	\$350

End of Exhibit A

EXHIBIT B
API INVOICING AND EXPENSE DOCUMENTATION GUIDELINES

Please review these Guidelines carefully. Payment will be delayed for incomplete invoices or unsubstantiated expenses. For questions, contact the API representative named in the agreement. Sections III and IV also apply to invoices submitted for subcontractor expenses.

I. General Invoice Guidelines

1. If Vendor is performing work under contract with API, invoices shall reference API Contract Number provided in that contract.
2. API may request specific activity/expense itemization on the invoice.
3. Each invoice shall have a unique invoice number that will not subsequently be reused.
4. Invoices shall be in US dollars unless otherwise specified in the agreement.
5. Retainer fee invoices shall provide the monthly retainer fee for services as detailed in Scope of Work. Third party costs will be detailed on Production Invoices.
6. Invoices are payable within 30 days of API's receipt of a complete and accurate invoice.
7. Except for amounts required to be paid to third parties, API may withhold up to 15% of the agreement amount, pending acceptance of deliverables.
8. A current W-9 and banking information are required from new vendors; payment is contingent upon receipt of a W-9. International vendors may have additional requirements.

II. Submitting Invoices for Payment

1. API uses Anybill, a third party vendor, to receive and route invoices for payment.
2. Submit invoices to Anybill using one of the following methods; do not include API staff on communications to Anybill:
 - a. **Anybill Email (preferred):**
 - i. Email submissions are limited to ONE PDF FILE per invoice, which includes all backup documentation, AND cannot exceed 10 MB.
 - b. If the above TWO criteria cannot be met, fax or mail the invoice to:
 - i. Anybill Address:
 - ii. Anybill Fax:

III. Required Supporting Documentation & Out of Pocket Expenses

1. Documentation is required for expense reimbursement of \$75 USD or more.
2. Documentation must show amount incurred by Vendor; estimates or quotes are insufficient.
3. Expenses must be itemized on the invoice, or an attachment to the invoice, such that totals match amounts on supporting documentation.
4. Receipts must be legible, oriented upright, and in same sequential order as the itemization.

IV. Out of Pocket Expenses

1. Travel reimbursement is limited to coach class transportation and reasonable accommodations if travel is requested by API.
2. Air travel must include the ticketed itinerary & fare amount, fees, etc., & class designation.
3. If upgrading from coach class, include documentation identifying the coach fare at the time the ticket was purchased, and clearly identify the amount of overage paid by Vendor.
4. Reimbursement for vehicle mileage shall be at the prevailing IRS rate.

-End-

EXHIBIT C
REQUIRED INSURANCE COVERAGE

I. General Liability: Minimum Limits of:

- Each Occurrence - \$1,000,000
- Personal & Advertising Injury - \$1,000,000
- Products & Completed Operations - \$1,000,000
- General Aggregate - \$2,000,000

API included as an Additional Insured, which may be satisfied by the use of a
blanket additional insured endorsement

Waiver of Subrogation in favor of API

Consultant insurance as "primary and noncontributory" to API's own
insurance

II. Network Security And Privacy Liability:

Technology Products and Services, Media, Misc. Professional Services

Errors and Omissions, Privacy Liability, Security Liability

Minimum limits of:

- \$5,000,000 each claim and annual aggregate

API included as an Additional Insured, which may be satisfied by the use of a
blanket additional insured endorsement

Waiver of Subrogation in favor of API

Consultant insurance as "primary and noncontributory" to API's own
insurance

III. Umbrella: Minimum limits of:

- \$2,500,000 General and Products Completed Operations Aggregate

API included as an Additional Insured, which may be satisfied by the use of a
blanket additional insured endorsement

Waiver of Subrogation in favor of API

Consultant insurance as "primary and noncontributory" to API's own
insurance

The insurance coverage and limits required under this Agreement are designed to meet the minimum requirements of API and evidence insurance. They are not designed as a recommended insurance program for the Consultant. The Consultant shall be responsible for the sufficiency of its own insurance program to cover their risk under this Agreement. All policies will be written by insurers permitted to conduct business in the state of exposure, with A.M. Best ratings of no less than A-VII. Failure of API to notify Consultant of noncompliant insurance certificates does not indicate acceptance or relieve Consultant of its obligations under this Agreement. All Required Coverage except for the coverage listed in subsection (i) will include API and its Affiliates as additional insureds, which may be satisfied by the use of a blanket additional insured endorsement. All Required Coverage will be primary with respect to any other insurance or self-insurance available to API. Consultant will endeavor to provide written notice to API not less than thirty days in advance of cancellation or non-renewal. Consultant will provide to API certificates of insurance evidencing the Required Coverage and requirements at the commencement of this Agreement and at any time afterwards that API reasonably requests.

End of Exhibit C