



Resonance
BY MTP

Scope of Work

Date

This scope of work ("Scope of Work" or "SOW") is entered into by and between MTP ("Agency") and _____ ("Advertiser AOR"), on behalf of its client _____ ("Advertiser").

This SOW shall be governed by the General Terms and Conditions ("Terms and Conditions") outlined below. In the event of a conflict between this SOW and the Terms and Conditions, the applicable terms of this SOW shall take precedence. Capitalized terms not otherwise defined in this SOW shall have the meaning assigned to them in the Terms and Conditions.

1. Scope of Work

MTP will act as a consultant to [Agency], providing creative messaging analysis. See section 4 for outlined deliverables.

2. Out of Scope Work

For this scope of work, MTP will not provide the following services:

- Additional brand data pulls without revised SOW
- Analysis without revised SOW
- Creative production

In the event that a request or the frequency of a request by [Agency] is outside of the scope of this Agreement as described herein, MTP will provide [Agency], an additional Scope of Work based on level of effort to be billed separately outside of this Agreement.

3. Term of Work

This Scope of Work will have a date range as referenced below. Any delays to the Scope of Work will be communicated via email communication between the Parties as deliverables or feedback between the Parties could delay the overall end date of the project.

Start Date: X

End Date: X

4. Deliverables

1. Standard Resonance Report [Fully designed, client-facing]

- Analysis of one cross-channel initiative. Includes creative visual heatmapping and linguistic analysis when available for up to 15 individual pieces of creative.
- Includes predictive industry-specific benchmarks and comparison to actual media performance where applicable (e.g. for prior or current MTP media activations).
- Includes Snapshot Analysis of 3 Competitors for comparison & benchmark validation
- Final deliverable shared in the form of a PDF slide deck and/or PowerPoint.

2. **Snapshot Analysis [No Charge for Internal Teams, New Business, etc]**

- Includes abbreviated analysis of selected advertiser creative, featuring visual heatmapping and key insights. Limit 3 ads.
- Available for competitor creative when available
- Does not include comparison to real media performance data
- Final deliverable shared in the form of a PDF slide deck and/or PowerPoint.

5. Compensation

Company will compensate MTP a total of [X] for the work outlined in this Scope of Work, payable within 30 days of invoice.

3. **\$7,500, One-Time Report:**

- Analysis of one cross-channel initiative. Includes creative visual heatmapping and linguistic analysis when available for up to 15 individual pieces of creative.
- Includes predictive industry-specific benchmarks and comparison to actual media performance where applicable (e.g. for prior or current MTP media activations).
- Includes Snapshot Analysis of 3 Competitors for comparison & benchmark validation

4. **Discounted Quarterly Analysis, \$28,000 Commitment:**

- Receive 4 reports per year at discounted \$7,000 cost per report, as well as:
- 10 Free Snapshot Analyses
- Discounted additional analyses: \$6,500 after first four

5. **Higher Volume with Further Savings, \$65,000 Commitment:**

- Receive 10 reports per year at discounted \$6,500 cost per report, as well as:
- 15 Free Snapshot Analyses
- Discounted additional analyses: \$6,000 after first ten

6. **Best for Creatives, \$120,000 Commitment:**

- Receive 20 reports per year at discounted \$6,000 cost per report, as well as:
- 30 Free Snapshot Analyses
- Discounted additional analyses: \$5,000 after first twenty

6. General Terms and Conditions

a. **Appointment of Agency.** Client hereby appoints Agency to serve as Client's agent for the purpose of purchasing advertising and/or media placement and publicity, and other reasonably related activities. Agency agrees to serve as the agent of Client for the purchasing of advertising and/or media placement and publicity, and performing reasonably related services. Agency is hereby authorized by Client to purchase media and outside services on Client's behalf as Client's agent, as requested and approved by Client.

b. **Prior Approval.** Agency will obtain Client's prior written approval for all media authorizations before making commitments to media outlets or vendors, or making reservations for media space or time. Each party warrants and represents that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

c. **Agency Responsibilities.** Agency will supervise and audit all advertising and media purchases made on Client's behalf for accuracy, timeliness, position, size, and mechanical reproduction. Agency will credit and pay all bills for advertising or publicity on Client's behalf, provided that Agency receives timely payment from Client for same. Agency will not make any commitments or disbursements, or incur any obligations, on Client's behalf without first obtaining Client's authorization or approval. Agency agrees to exercise reasonable judgment in the preparation and placement of all advertising or publicity for Client, and to use qualified personnel to provide

services to Client in a competent manner. Additionally, in performing services for Client, Agency shall use its best efforts to work diligently and to complete tasks in a timely manner. However, the parties agree that Agency shall not be responsible for, and does not warrant, the services, performance, and/or advertising/media campaigns of any media outlets or vendors with which Agency places advertising or publicity on behalf of Client. Further, Agency shall not be responsible for any delay, omission or error in any advertisement or publicity, absent willful misconduct or negligence on behalf of the Agency. Nothing herein shall be deemed to require Agency to undertake the placement of any advertising or media campaign, or to prepare any advertising or publicity, which, in Agency's sole discretion, is misleading, libelous, unlawful, indecent or otherwise reflects poorly on Agency or Client. The parties hereby agree that Agency's liability pursuant to this Agreement will not exceed the aggregate compensation or fees actually received by Agency from Client, or as a direct result of the placement of advertising or publicity on Client's behalf, during the twelve (12) month period immediately preceding the event giving rise to Agency's liability. Client further agrees not to hold Agency, or its officers, employees, or agents, liable for any indirect, incidental, special, consequential, or punitive damages, including, but not limited to, damages for loss of profits, cost savings, revenue, or business. Client agrees that the foregoing restrictions apply whether in an action brought based on contract law or tort, or based upon any other legal theory.

d. **Confidentiality.** "Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that: (i) if disclosed in writing, is marked "confidential" or "proprietary"; (ii) if disclosed orally, is identified as "confidential" or "proprietary"; or (iii) under the circumstances, a person would reasonably understand to be confidential. Confidential Information includes but is not limited to, the terms and conditions of this Agreement and products and information related to the Disclosing Party's operations, technology, financial plans or strategies. Confidential Information does not include data that: (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the Receiving Party; (ii) was rightfully acquired and known by the Receiving Party prior to receiving such information from the Disclosing Party and without restriction as to use or disclosure; (iii) is rightfully acquired by the Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party. The Receiving Party will not share the Disclosing Party's Confidential Information with third parties (except contractors and advisors who are under confidentiality obligations consistent with these and have a need to know such information), will use the same care to protect such Confidential Information as it uses for its own similar information, but in no event less than reasonable care, and will use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement. The receiving party may disclose Confidential Information if it is required to do so by law, so long as the receiving party provides the disclosing party with prompt notice, where legally permissible, and complies with any protective order imposed on such disclosure. If such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by counsel is legally required to disclose.

e. **Disclaimer of Warranties.** All services provided by Agency pursuant to this SOW are provided on an "as-is" and "as-available" basis. Other than as expressly set out herein, Agency has not, and does not, make any warranties, whether express or implied. This Disclaimer of Warranties includes, but is not limited to, the warranties of non-infringement; fitness for a particular purpose; warranties of merchantability; or warranties of title. Agency is not liable, and expressly disclaims liability, for the content of any photographs, logos, artwork, data, text, or other materials furnished by, or transferred from, Client. Agency fully and specifically disclaims any and all warranties regarding services provided by any third parties, regardless of whether those services are provided as a result of Agency's placement of any advertising or media campaign or publicity of any kind. Agency shall not be responsible for, and does not warrant in any respect, the services, performance, conduct, actions, and/or advertising/media campaigns of any media outlets or vendors with which Agency places advertising or publicity on behalf of Client. This warranty disclaimer extends to any oral or written information that Client may receive from Agency's

employees, third-party vendors, agents or affiliates. Client may not rely on any such information, unless set forth in writing and signed by the President of Agency. Solely in the event that the exclusion of certain warranties is determined to be unenforceable under applicable law, said warranty or warranties shall be limited to a period of ninety (90) days from the Effective Date of this Agreement.

f. **Non-Solicitation of Employees.** During the Term of this Scope of Work and for a period of one (1) year after the termination or expiry thereof, neither Party shall solicit for employment any employees of the other Party to the extent that such employees were involved in performing services herein, provided that the forgoing restriction shall not apply to the hiring or engagement of any individual who seeks employment or engagement pursuant to the general recruitment advertisement or posting without being directly approached.

g. **Indemnification.** Each party hereby agrees to indemnify, defend and hold harmless the other and its subsidiaries and affiliated companies, and their directors, officers and employees, and each of their successors, licensees, and assigns, from any and all loss, damage, cost, or expense (including reasonable attorneys' fees and expenses) from a claim brought by a third party arising from any breach of the other party's representations, warranties or obligations in this Agreement.

h. **Termination.** Either Party may terminate this Scope of Work without cause by providing at least 30 days' notice in written format. All services performed and/or materials prepared by Agency for Client prior to and during the thirty (30) day notice period shall be billed to Client within five (5) days of completion, and shall be due and payable by Client upon receipt of Agency's invoice. Agency shall deliver to Client, upon payment of all outstanding invoices and obligations, all papers, digital files, and other materials related to the services performed by Agency on Client's behalf prior to the termination date. If Client terminates this Agreement, Agency shall no longer represent Client for future media purchases, absent another written agreement by the parties to the contrary, but Agency shall still be entitled to receive compensation due and owing from Client in accordance herewith. If Agency terminates this Agreement, contracts or purchasing obligations to which Agency has already committed on behalf of Client and with Client's approval/authorization, which cannot be canceled, shall be taken over and paid for by Client, and Client agrees to reimburse and indemnify Agency against any claims related thereto. Agency will not be entitled to compensation after the notice period has expired and the conditions noted above have occurred; however, if Agency (a) has prepared and received approval for media plans, or (b) has purchased non-cancelable media, that will be in market after the notice period, then Agency will be entitled to its agreed upon compensation for those services.

i. **Client as Advertiser and Purchaser.** All advertising or media placement requests made by Agency on Client's behalf shall name Client as the advertiser and purchaser, and Agency as Client's agent. Once payment for a given invoice has been made to Agency by Client, Agency assumes full financial responsibility for remitting said payment to the advertising media outlet or vendor in a timely manner. However, if Client fails to timely remit payment for a given invoice or invoices to Agency, then financial responsibility for payment of media advertising outlets or vendors shall lie with Client and not with Agency.

j. **Force Majeure.** Neither Party will be liable for failure or delay in performing its obligations (except for payment obligations), nor for any loss or damage resulting from such failure or delay, due to causes or circumstances beyond its reasonable control, including acts of God, pandemic, terrorism, war, riots, fire, earthquake, flood or degradation or failure of third-party networks or communications components.

7. Financial Considerations

7.1 Billing Process. MTP will issue to the Company an invoice within the first fifteen (15) days of the month while the Scope of Work has been executed.

7.2 Invoicing. Invoices for this Scope of Work will be billed directly to the Company for the applicable hours rendered or monthly retainer fees as dictated by the Scope of Work. Media invoices will be billed inclusive of the total inventory cost of media managed and MTP fees.

7.3 Payment Date. Company shall make payment within 30 days from the date of the invoice, or as otherwise stated on the Scope of Work. Payment can be made via check, ACH or wire payment.

7.4 Interest. For any late payments, MTP shall charge 1.5% interest per month.

IN WITNESS WHEREOF, the parties have executed this Statement of Work by their undersigned, duly authorized officers on the date first above written:

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____