

WILBERFORCE LTD.

Legislative Media Firm

ENGAGEMENT AGREEMENT

Thank you for choosing Wilberforce Ltd. to assist you in being an effective legislator. The purpose of this Engagement Agreement (“Agreement”) is to document our professional relationship. Set forth below are the standard terms of the firm’s engagement.

1. **SCOPE/LIMITATION OF SERVICES:** Wilberforce Ltd. (“Wilberforce”) is hereby engaged by _____ (“Client”) for the following issue:

_____.

Wilberforce shall provide creation and placement services to Client for the above-stated issue, which will include the following:

- a. **Issue Strategy and Drafting**
 - Issue research
 - Legislative strategy
 - Engagement of think tanks, legislative associations, issue interest groups, and grassroots leadership
 - Bill drafting
 - Coordination with legislative services office
- b. **Issue Messaging and Advertising**
 - Prepare press releases and editorials
 - Prepare handouts (fact sheets, talking points, FAQs, graphics, visuals, etc.)
 - Assist with written testimony
 - Media strategy
 - Optional promo videos
- c. **Issue Promotion and Fundraising**
 - Set up digital fundraising platforms for campaign
 - Prepare fundraising emails to constituents and supporters about issue
 - Prepare fundraising mailers (if costs covered upfront by Client)
 - Manage and expand all lists of supporters

The parties understand and agree that Wilberforce provides these services to Client for no other issues or matters and that the scope of Wilberforce’s service to Client is limited to the description above. Wilberforce will assign the staff who will handle the Client’s issue.

2. **TERM AND TERMINATION:** The term of this Agreement began on January 11, 2021 and will automatically terminate on June 30, 2021 (the “Term”). Either party may terminate this Agreement at any time prior to the end of the Term by giving the other party written notice of termination. This Agreement may be terminated without advance notice and without cause or reason.

3. **WITHDRAWAL AND CLIENT'S DUTIES:** At our discretion, Wilberforce has the right to withdraw from this Agreement if you have misrepresented or failed to disclose material facts to us, failed to follow our advice, failed to pay fees in a timely manner, or for any other reason. Likewise, you may discharge us at any time and for any reason. Client is required to pay for the full amount stated in Paragraph 4 below, and all payments will not be refunded.
4. **COMPENSATION:** The parties agree that, for the services rendered by Wilberforce under this Agreement, the Client will compensate Wilberforce the total amount of three thousand six hundred dollars (\$3,600.00), which may be made in three separate payments: a) the first \$1,200.00 at the time Client signs this Agreement, b) the second \$1,200.00 on March 1st, and c) the final \$1,200.00 on June 1st. If our fundraising efforts generate or raise more than \$3,600.00 to the Client's campaign, Wilberforce shall be paid twenty percent (20%) of the amount that exceeds \$3,600.00. Client agrees to pay twelve percent interest (12%) per annum on any amount(s) that are thirty (30) days past due.
5. **REIMBURSEMENT OF EXPENSES:** In connection with providing services hereunder, Wilberforce will only be reimbursed for expenses that have been approved in advance by Client, and Wilberforce will furnish receipts to Client, upon request, for all such expenses.
6. **CLIENT EXPECTATION:** Client can expect Wilberforce to work diligently in accordance with the scope of services defined by the parties herein. Client understands that while Wilberforce will work diligently on the issue, and keep Client informed as to its status, Wilberforce makes no guarantees as to the outcome or time involved with the issue.
7. **ASSIGNMENT:** Client shall not assign or otherwise transfer any of his or her obligations, rights, or benefits under this Agreement without the prior written consent of Wilberforce.
8. **RELEASE AND HOLD HARMLESS:** Client releases, waives, and discharges Wilberforce and its officers, agents, employees, and contractors from any and all liabilities for any tort or contract claim or any other liability that may be caused by or as a result of the Wilberforce's services or actions (or inaction).
9. **GOVERNING LAW:** It is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Dakota, without regard to the jurisdiction in which any action or special proceeding may be instituted.
10. **RETENTION OF DOCUMENTS:** For various reasons, including the minimization of storage expenses, Wilberforce reserves the right to destroy or otherwise dispose of any documentation or other materials retained by us within a reasonable time after the termination of the engagement.
11. **SEVERABILITY:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable, in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

12. **REVIEW BY ATTORNEY:** The parties represent and covenant that they have each had the opportunity to have this Agreement reviewed by the attorneys of their choice, and that they fully understand the terms and conditions set forth herein.
13. **ENTIRE AGREEMENT:** The parties mutually understand and agree that this Agreement, as written, covers and includes all of the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement. This Agreement supersedes any and all prior agreements and understandings and sets forth the entire understanding of the parties. This Agreement may not be changed or terminated orally, and no attempted change or waiver of the provisions hereof shall be binding unless in writing and signed by all the parties.

You are, by signing below, agreeing that you have read this Agreement, acknowledge receipt and understand it fully. Please contact us if you have any questions or comments during the course of our engagement.

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE THE RIGHT TO SEEK THE ADVICE OF COUNSEL BEFORE SIGNING THE AGREEMENT.

Client Signature: _____

Date: _____

Wilberforce Ltd.: _____

Date: _____