

Facebook Consulting/Training Scope of Work

Marketing solutions that deliver growth.

Presented by



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Executive Summary

Mixed Digital will assist Discover Durham in improving their Facebook Ads account management process and strategy via a series of consulting/training sessions.

Who is Mixed Digital?

Mixed Digital, established in 2010, is a full-service marketing and branding agency. We help brands grow revenues by establishing unique identity, increasing brand awareness, generating sales/leads, and driving measurable results. Mixed Digital accomplishes this through a combination of inspired creativity, informative analytics, and efficient campaign management. Most importantly, we take on the burden of marketing strategy and execution, so our clients don't have to.

EXPERIENCED. ACCOUNTABLE. CLIENT-DRIVEN.

A key component of our approach is leveraging our Fortune 500 client experience to the benefit of our clients. In addition to approaching our work in a very creative manner, we rely heavily on data to tell the performance story. In this manner, we are able to better optimize active campaigns and make more informative strategic decisions based on the actual data, not guesses or hunches.

At Mixed Digital, we take the time to get to know what makes your brand tick—and by that, we mean that we don't just learn about what you sell. We learn how you sell it, and the value you're ultimately providing your customers. This knowledge enables us to become true partners—not just service providers. This methodology has enabled us to grow and sustain our client relationships over the years.

Team experience includes:

Client Testimonials



"Working with Mixed Digital was a great experience for the County of Durham's Budget Office. We had a relatively focused project with a fairly strict timeline and they met every mark. They were always responsive and flexible with our changes and design thoughts.

We would encourage prospective clients to reach out to them and discuss their desired projects and you will quickly see why they are a trusted and competent business partner."

– **David Ades**

Assistant Director, Budget & Management Services | **Durham County Government**



"We greatly appreciate Mixed Digital's partnership in revamping our collateral and strengthening our web presence with a new page and customer portal. We are rapidly becoming more technological across our entire team and customers greatly appreciate the efficiency, transparency, and ease of use to do business with us!"

– **Kyle Kienzle**

Director of Applications | **VSC Fire & Security, Inc.**



"It is rare that you find a company that moves fast, believes in accountability, provides consistent client support and delivers high quality work with less than two weeks to deliver a live finished product. Mixed Digital focused on understanding the scope of the project, our primary objectives and the short launch date. Their daily project management and attention to details helped us launch. It was great working with Mark Simmons and developing a strong sense of the goal. Mark and his team provided guidance on ways to update our campaign even after their role was complete. Our campaign increased consumer engagement by 200%+. Since our project completion, I have recommended them to other colleagues and will continue to recommend their digital marketing support to other professionals."

– **Nicola Mattis**

Senior Marketing Manager | **TiVo**



"Mark Simmons, and the Mixed Digital team, possesses a level of expertise that's expansive and refreshing. They've been a valuable tool in our efforts to better understand our digital marketing analytics data. Mark's hands-on approach makes him feel more like a business partner than a consultant. CCL has already benefited from his observations and recommendations as we work to bring our organization in line with modern digital standards. Mark has been a pleasure to work with, and we expect him to continue providing tangible value in future engagements."

– **Peter Amidon**

Director of Marketing Technology & Operations | **The Center for Creative Leadership**



Mark F. Simmons

Founder / CEO

Mark's experience with the digital world originated at an early age when he learned BASIC from his father, a self-employed computer programmer. He taught himself HTML, as a co-ed at Duke in 1996, and cut his teeth in the digital marketing world while employed at the award-winning Reprise Media agency (NYC) in 2006.

Professionally, Mark's marketing career started in 2000 and his core expertise lies in a unique cross-section of both analytical ability and strategic execution. These characteristics enable him, and his team, to successfully manage a myriad of marketing projects, solving challenges for clients across multiple industries.

A founder of Mixed Digital, Mark has been fortunate to work with a variety of companies, across several industries and some of the brightest minds in the digital marketing industry. Committed to sharing his knowledge, he's spoken at industry conferences such as Internet Marketing Summit, conducted trainings for the Durham Chamber of Commerce, and instructed students at Shaw University on how to obtain a certification for Google Analytics. Mark holds a bachelor of science from Duke University and in his spare time, is a father of three, marathoner, and active in his community supporting several local non-profits.



Proposed Project Scope of Work “Project”

Facebook Ads Consulting

- Series of (3) hours of consulting to assist with, but not limited to, the following:
 - Account best practices
 - Campaign management best practices
 - Strategy development
 - Executional efficiency
 - Metrics and performance analysis

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Investment Summary

\$450 consisting of 3 hour-long consulting sessions @ \$150/session

Notes:

Each session is payable upfront via ACH (secure Intuit Payment Network) – instructions included in the invoice.

Next Steps

- Accept scope of work, sign Digital Marketing Agreement
- Schedule initial session and remit payment
- Schedule additional sessions

DIGITAL MARKETING AGREEMENT

This Agreement is entered into between **Discover Durham** (“the Client”) and **Mixed Digital LLC** (“the Company”).

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Client hereby engages the Company as an independent contractor to perform the services set forth herein, and the Company hereby accepts such engagement.
2. **Duties, Term, and Compensation.** The Company’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Client by the Company and which is attached as the Project above, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Company and agreed to by the Client, and which collectively are hereby incorporated by reference. Either party may cancel in writing with at least 30 days’ notice. Cancellation prior to the end of the agreed upon term will result in a Cancellation Fee equal to as much as one hundred percent of any remaining agency fees balance. All invoices are due according to the date on the invoice, with a five mailing day grace period (“Grace Period”). If payment is not received within the Grace Period, the Company reserves the right to add late fees, equal to one percent (1%) of the agency fee, per calendar day, to the total amount due. Additionally, unpaid invoices more than thirty days late from the original due date, may be referred to a collection agency.
3. **Expenses.** During the term of this Agreement, the Company shall bill and the Client shall reimburse the Company for all reasonable and pre-approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.
4. **Ownership Rights.** Any and all inventions, discoveries, developments and innovations conceived by the Company during this engagement relative to the duties under this Agreement shall be the exclusive property of the Client; and the Company hereby assigns all right, title, and interest in the same to the Client. Any and all inventions, discoveries, developments and innovations conceived by the Company prior to the term of this Agreement and utilized by them in rendering duties to the Client are hereby licensed to the Client for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Company’s prior written approval by the Client to a wholly-owned subsidiary of the Client.
5. **Confidentiality.** The Company acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Client and/or used by the Client in connection with the operation of its business including, without limitation, the Client’s business and product processes, methods, customer lists, accounts and procedures. The Company agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Client. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Client, whether prepared by the Company or otherwise coming into its possession, shall remain the

exclusive property of the Client. The Company shall not retain any copies of the foregoing without the Client's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Client, the Company shall immediately deliver to the Client all such files, records, documents, specifications, information, and other items in its possession or under its control. The Company further agrees that it will not disclose its retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Client and shall at all times preserve the confidential nature of its relationship to the Client and of the services hereunder.

6. Conflicts of Interest. The Company represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Company and any third party. Further, the Company, in rendering its duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which it does not have a proprietary interest. During the term of this Agreement, the Company shall devote as much of its productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Company is expressly free to perform services for other parties while performing services for the Client unless otherwise agreed in a writing signed by the parties
7. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Company under this Agreement and the rights and privileges granted to the Client under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Company of any of the provisions of this Agreement will cause the Client irreparable injury and damage. The Company expressly agrees that the Client shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Company. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Client may have for damages or otherwise. The various rights and remedies of the Client under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
8. Merger. This Agreement shall not be terminated by the merger or consolidation of the Client into or with any other entity.
9. Independent Contractor. This Agreement shall not render the Company an employee, partner, agent of, or joint venturer with the Client for any purpose. The Company is and will remain an independent contractor in its relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Company's compensation hereunder. The Company shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
10. Income Tax Designation. In the event that the Internal Revenue Service or similar authority should determine that the Company is, according to applicable guidelines, an employee subject to withholding and social security contributions, the Company acknowledges that all payments to the Company are gross payments and the Company is responsible for all income taxes and social security payments thereon.

11. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
12. Choice of Law. The laws of the state of North Carolina shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Any dispute, controversy or other claim arising out of this Agreement shall be resolved in an appropriate state or federal court within North Carolina. The parties each agree that they are subject to the personal jurisdiction of the state and federal courts within the State of North Carolina, and each waives the right to challenge the personal jurisdiction of those courts over it. The parties further agree that court costs and lawyer's fees will be paid to the prevailing party.
13. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled by arbitration in North Carolina in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
14. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
15. Waiver. Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder will not operate as a waiver. Any waiver must be in writing and signed by the party granting such waiver in order to be effective.
16. Assignment. The Company shall not assign any of their rights under this Agreement, or delegate the performance of any of their duties hereunder, without the prior written consent of the Client.
17. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

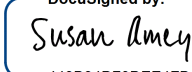
If to the Client: Discover Durham
 212 W Main St #101
 Durham, NC 27701 USA

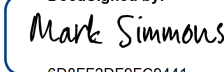
If to the Company: Daniel T. Blue III (Registered Agent)
 Blue LLP
 205 Fayetteville Street
 Raleigh, NC 27601-1364

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

18. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
19. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
20. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
21. Survival. All covenants and obligations of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year below. The parties hereto agree that facsimile or electronic signatures shall be as effective as if originals.

DocuSigned by:

449B94D70DEE4FB...
[Susan Amey]
President & CEO
3/17/2022

DocuSigned by:

6D8FF2DF9FC9441...
[Mark F. Simmons]
Member
3/15/2022

DUTIES, TERM, AND COMPENSATION

DUTIES: The Company will provide digital marketing services (Project). Fully described in the Project Scope of Work.

During the course of the engagement, additional requests outside of the original scope of work described in the Project will require a separate statement of work at a rate not to exceed \$200 per hour.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force as stated in the attached Project.

COMPENSATION:

The Client agrees to pay the Company according to the details contained within the Investment Summary section of the attached Project.

[End of agreement]