



Statement of Work

INTRODUCTION

This Statement of Work (“SOW”) effective as of September 25, 2019 (the “Effective Date”) according to the terms and conditions set forth herein between Democrats.com dba act.tv and Americans for Tax Fairness (“Client“ or “ATF”) for the performance of the services described herein and the delivery of the specified deliverables identified herein. The parties agree as follows:

SITUATION

The purpose of this SOW is to document and confirm the specific services, deliverables, pricing and other rights and obligations of the parties to achieve the Client’s objectives as described herein.

Americans for Tax Fairness (ATF) is a coalition of organizations supporting the goal of a fair tax system that works for all Americans. That means working toward comprehensive, progressive tax reform that results in greater revenue and requires big corporations and the wealthy to pay their fair share in taxes. ATF’s newest campaign is in support of a proposal for a national Surtax. In order to support ATF in their mission, act.tv will produce an ‘explainer’ style animated video to convey the complex topic to the public and to spur a call to action. The video is intended for social media distribution.

DESCRIPTION OF SERVICES

Video Production Services

act.tv takes an innovative approach to storytelling, with an eye towards breaking down complex topics for purposes of education and persuasion. We are able to deliver customized offerings based on the unique nature of an organization’s mission and goals, creating an engaging viewing experience resulting in an educated audience, motivated to act.

- Video production team will include the following:
 - Animated Video Producer
 - Executive Editor
 - Voice actor

- act.tv video productions include branded assets such as watermarks and outros (act.tv will work with ATF to develop branded assets, as necessary.)
- act.tv will work with the script provided by ATF to craft a workable script optimized for length, clarity, and viewability. This process will include two rounds of review for edits prior to finalization.
- act.tv will provide a visual storyboard for 2 rounds of review prior to starting the animation process.
- The completed animated video will also be offered for two rounds of edits before delivery of the final product.

Distribution & Digital Services

- act.tv will deliver completed video files directly to ATF for client's own use and distribution (in mp4 format).
- If a targeted social media campaign is desired, act.tv's social marketing team is happy to assist, as an add-on service.

PRODUCTION SCHEDULE

Deliverable	Date	Notes / Assumptions
Delivery of ATF created script	Approx. Oct. 4, 2019	Submitted to act.tv
First draft of edited/optimized script	Approx. Oct. 7, 2019	Submitted to ATF for notes, revisions
Final draft of edited script	Approx. Oct. 9, 2019	Submitted to ATF for approval
Storyboards submission	Approx. Oct. 11, 2019	Submitted to ATF for notes, revisions
Final storyboards	Approx. Oct. 15, 2019	Submitted to ATF for approval
First draft video	Oct. 22, 2019	Submitted to ATF for notes, revisions
Final video	Oct. 24, 2019	Submitted to ATF for approval and distribution

PRICING

Service	Price	Notes / Assumptions
2-3 minute Animated video production	\$4,500 base price	Includes script & video edits, storyboarding, animation services, voice acting, optimization for

		platform of choice, and subtitling.
Add-Ons Upon Request:		
Targeted marketing campaign	10% of ad buys	Add-on service, as agreed
Organic network distribution	TBD	Add-on service, as agreed If interested, act.tv will provide a supplemental proposal and quote
Distribution Support leveraging act.tv's distribution network	TBD	Add-on service, as agreed If interested, act.tv will provide a supplemental proposal and quote

DELIVERY RESOURCES

act.tv Resources

The act.tv team is comprised of consultants in the following roles. act.tv will draw from multiple contributors as required to deliver services.

Name/ Position	Telephone Number	Email
Sandi Behrns/Executive Editor	714-615-4528	sandi@act.tv
Alex Cequea/Lead Animator	512-900-5722	alexcequea@gmail.com

Client Resources

Client Points of Contact and Contact Information

Name/ Position	Telephone Number	Email
Craig Johnson	(480) 227-4711	cjohnson@americansfortaxfairness.org

Payment Contact

The Client invoicing contact is:

Name	
Mailing Address	
Telephone Number	
Email	

TERMS AND CONDITIONS

Term: Unless earlier terminated the term of this SOW shall be from the Effective Date set forth above until the deliverables have been approved and accepted by the Client.

Early Termination and Default: This SOW may be terminated by either party with 15 days advance written notice. This SOW may be terminated by default for non-payment.

Payment: act.tv will invoice Client after each completed deliverable. Payment is due within thirty (30) days of invoice date.

Democrats.com's Obligations: Client acknowledges that the sole obligation of Democrats.com is to deliver the services described in this Statement of Work.

Confidentiality: Neither party shall disclose any of the terms and conditions in this Statement of Work to any third party without the express written consent of the disclosing party.

Client's Representations and Warranties: Client represents and warrants that it holds the necessary rights to permit the use of its content by Democrats.com and the publisher and that Client will not publish, distribute or otherwise provide to Democrats.com for use hereunder any content that: (a) infringes on any third party's copyright, patent, trademark, trade secret or other

proprietary rights; (b) violates any law, statute, ordinance or regulation; (c) is defamatory or trade libelous; (d) is pornographic or obscene; (e) contains viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines.

Disclaimer of Warranties: All services provided to Client hereunder are performed hereunder "AS IS" and hereby expressly disclaims all warranties, expressed or implied, regarding Democrats.com's services or any portion thereof, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

Limitation of Liability: In no event shall Democrats.com be liable for any special, indirect, incidental or consequential damages, or for interrupted communications, lost data or lost profits, arising out of or in connection with this agreement. Under no circumstances shall Democrats.com be liable to Client or any third parties for an amount greater than the amounts received from Client hereunder.

SIGNATURES

In witness whereof, the parties have executed this SOW by their duly authorized representative as of the Effective Date set forth above.

Client

("Americans for Tax Fairness")

By: _____

Name: _____

Title: _____

Democrats LLC dba act.tv

("act.tv")

By: _____

Name:

Title: