

Georgia Tech Athletic Association  
150 Bobby Dodd Way  
Atlanta, GA 30332

## JIS SPORTS LETTER OF AGREEMENT

This will serve as the Letter of Agreement (“Agreement”) between Georgia Tech Athletic Association with office as shown above (“Client”) and JIS Sports LLC (“Agency”), and spells out the services and compensation arrangements to which the parties have agreed.

Agency will serve as the digital advertising agency of record (AOR) for Client in providing the customary services of a full-service advertising and marketing agency to include but not limited to the development of creative materials, purchase of approved media, goods, and materials on Client’s behalf etc. Specifically, the services that Agency will provide under this Agreement will be defined by project as described on addenda (each an “Addendum”) to be added to this Agreement.

If Agency provides website, software or other digital development services for Client, then the additional provisions contained on Exhibit A shall apply to such work.

## BASIS OF COMPENSATION

1. Agency Fee: A retainer will be charged to client for the determined work provided under each applicable Addendum.
2. Out-of-Pocket Costs: Client will reimburse Agency at cost for such outlays made by Agency for traveling cost (both local and out-of-town), telephone, freight express, postage, and similar expenditures incurred by Agency in Client’s interest.

## COST ESTIMATES

Creative, production, media, and research cost estimates, covering out-of-pocket costs, will be provided by Agency before commitment by Client. Every reasonable attempt will be made to keep actual costs within 10% of estimates. If changes or other circumstances indicate that actual costs will exceed the estimate by more than 10%, a revised estimate will be submitted for Client’s approval. Agency maintains the right to bill for costs incurred on work or purchases that Client has approved, including costs accumulated on jobs authorized by Client but later canceled if cancelation notice from client was provide after expense.

When Client authorizes any work to be performed by Agency, whether by estimate or separate agreement, Client is representing to Agency that Client has the capacity and ability to pay for services, materials, commitments and/or obligations that Client authorizes, and Agency will be relying on such representation. If for any reason and at any time during the term of this Agreement, Client anticipates that Client will not have the capacity or ability to pay in full as the payments become due, Client must inform Agency within twenty-four (24) hours

## MONTHLY STATEMENTS

Statements and supporting invoices are issued on or about the first of each month to client or client's representative.

Payment of each month's statement is due on net thirty (30) upon receipt and past due thereafter. If payment is not made within sixty (60) days of receipt, Agency will pause all services until payment is received.

In situations where a vendor requires prepayment of part or all of its fees before providing materials or services (such as broadcast production or media or physical merchandise), Client agrees to either pay such vendor directly when due or pay Agency the amounts required by the vendor in order for Agency to pay such amounts to the vendor when due. Agency will not be obligated to proceed with such projects if such payments have not been made, or if Agency is required to become liable to the vendor before receipt of such payment from Client.

In the event of any question on a statement, payment should be made on that part of the statement not in question and so noted. Resolution and/or any adjustments on the questioned item(s) will be made on the subsequent statement.

## RESPONSIBILITY OF AGENCY

Title to all materials that Agency purchases on Client's behalf passes to Client as principal upon payment by Client for such purchases. Agency's suppliers will be informed of Client's identity as principal, and Agency will require them to bill Agency separately for all items purchased on Client's behalf and charge sales tax as appropriate.

Since Agency is acting as Client's marketing agency, liability for loss or damage to materials, other than occasioned by gross negligence on the part of Agency, is Client's as principal. However, Agency agrees to hold Client harmless from claims made against Client by a supplier for nonpayment in connection with any purchase, to the extent that Client has made payment to Agency on account of such purchase.

With regard to materials developed by Agency, Agency agrees to assume responsibility for and to indemnify and hold Client harmless from and against any claims for damages, demands, actions and proceedings asserted against Client, to the extent resulting from Agency's actions involving copyright infringement, violation of personal rights of privacy, misappropriation of ideas, defamation, literary piracy, plagiarism, or involving deceptive advertising, unfair competition or product disparagement, except as provided below. With regard to materials obtained from third parties for Client, Agency will use all reasonable efforts consistent with advertising industry standards to obtain the appropriate rights or licenses for Client to use such materials, and Agency will transfer all such rights from such third parties to Client, upon full payment to Agency for such materials and related services provided to Client. Agency will not be responsible for such third-party materials or works unless Agency fails to use reasonable industry practices to obtain such materials or works. Client will remain responsible for selecting and approving the use of Client's trademarks and service marks.

Client agrees to assume responsibility for and to indemnify and hold Agency harmless from and against any claims for damages, demands, actions and proceedings asserted against Agency with respect to claims which arise from (1) the use of Client's products or services, (2) materials provided by Client (including validity of claims made by Client) for Agency's use, (3) matters with respect to which Agency has disclosed the facts and circumstances concerning the matter and Client has elected to proceed, (4) regulatory compliance and disclosure, and (5) Client's use or modification (or others authorized by Client) of licensed or limited use materials beyond the scope of rights obtained by Agency with Client's written authorization.

Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor under any provision of this Agreement, the indemnitee shall promptly notify the indemnitor of the existence of such claim and shall give the indemnitor a reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense. Where indemnitor has assumed the defense, indemnitee may participate in the defense of such claim through its own counsel at its own expense. An indemnitee shall not make any settlement of any claims, which might give rise to liability of an indemnitor hereunder without the prior written consent of the indemnitor.

Nothing herein contained shall be deemed to require that Agency undertake any campaign, prepare any advertising and or marketing materials or publicity, or cause publication of any advertising or marketing or article(s) which, in Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Client's or Agency's interest.

Unless otherwise expressly agreed by the parties, Client will be responsible for all legal clearance of all advertising and marketing materials, including copyright and trademark clearances and registrations. Client will advise Agency of copyrights, trademarks, service marks, licenses, and any other rights or claims held by Client, and Agency will share with Client the results of any clearance searches that Agency performs at Client's request.

Agency will coordinate so that Client may obtain appropriate rights (including copyrights) in materials developed by Agency for Client, including applicable ownership or license rights as authorized by Client for materials that Agency obtains as agent for Client under this Agreement. Such rights will be transferred to Client upon payment by Client for all billings for such materials, including the related services provided to Client by Agency.

### CONFIDENTIALITY

The parties may have access to information that is confidential to one another, which is either marked as confidential, or which is identified as confidential at the time of its disclosure and confirmed in writing as being confidential within a reasonable period of its disclosure ("Confidential Information"). Each party agrees to hold in confidence all Confidential Information regarding the other's business, except such use or disclosure as is necessary to perform this Agreement. Confidential Information shall not include information which: (1) is or becomes a

part of the public domain through no act or omission of the other party, (2) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party, (3) is lawfully disclosed to the other party by a third party that has rights to disclose such information, or (4) is independently developed by the other party without use of Confidential Information. To the extent certain Confidential Information is required to be disclosed by the receiving party as a matter of law or by order of a court, the receiving party will use reasonable efforts to provide the disclosing party with prior notice of such obligation to disclose and will reasonably assist the disclosing party in obtaining a protective order to prevent or limit the disclosure of such information.

#### AUDIT RIGHTS

Agency will provide Client with full disclosure of Agency's accounting practices and procedures relating to Client's engagement of Agency. Upon reasonable notice, Client's internal auditors (or a certified public accountant acceptable to both parties) may visit Agency's offices and examine Client's account records to confirm and verify that all such charges related to the services Agency provides under this Agreement are correct and properly chargeable to Client. Such right must be exercised within six months of the end of any annual period and may be exercised only once per 12-month period.

#### TERMINATION

Agency or Client may terminate this Agreement upon written notice 90-days prior to termination date of agreement. During the 90-day period, Client will continue to pay Agency the compensation stated in each applicable Addendum, and Agency will remain available for the services under this Agreement. Agency may also suspend services at any time if Client fails to pay the amounts due under this Agreement.

In addition, upon termination of the Agency/Client relationship, Client will continue to be responsible (and will arrange for any successor agency to be responsible, if applicable) for (a) all purchase orders for media and materials that have been placed by Agency on Client's behalf during Agency's engagement that have not been paid and (b) any payments and fees that may become due for future use of materials that are subject to any applicable union agreements (e.g., SAG-AFTRA, and AFM) and will promptly execute (or cause the new agency to execute) all documents required to effect the transfer of such responsibilities from Agency. If no notice is provided, agreement will renew for an additional one (1) year term at same services outlined in addendum.

#### INTELLECTUAL PROPERTY OF THE PARTIES.

Any intellectual property provided by a Party for use in furtherance of this Agreement, including but not limited to logos, data, reports, photographs, layouts, promotional or other materials or writings, shall remain the exclusive property of that Party. Nothing in this Agreement shall be construed to convey any rights in such intellectual property to the other Party

#### GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to its conflict of law provisions.

ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties, and supersedes any prior discussions or understandings between the parties. This Agreement may be executed in counterparts, which together shall constitute one document.

To indicate Client’s approval of this Agreement, sign and return a copy to Agency. Any signature reflected on a PDF document (or other electronic format) shall be deemed an original for all purposes.

Cordially,

  
\_\_\_\_\_  
Mike Jones, CEO  
JIS Sports LLC

03.12.2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Wallace, Director of Football Operations  
Georgia Tech Athletic Association, Client

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Marvin Lewis, Associate AD – Administration & Finance  
Georgia Tech Athletic Association, Client

\_\_\_\_\_  
Date

## **Addendum A to J1S Sports Letter of Agreement dated 03.01.2020**

### **I. Introduction**

This addendum was built for Georgia Tech Football (“Client”) and is intended to outline the offering that J1S Sports LLC (“Agency”) is willing and capable of offering specific services as outlined in the addendum.

### **A. BRAND NARRATIVE**

The Agency will examine the current cultural landscape to identify opportunities to execute digital campaigns for the Client. The Agency will lead the framework with assistance from specific Client personnel.

#### **1. Brand Style Development**

An in-depth brand playbook will be developed that outlines the Client’s brand style and will be utilized across all creative content development. Brand playbook will include sections such as primary and secondary colors, iconography, lifestyle photography styles etc.

#### **2. Campaign Development**

An integrated digital campaign will be developed alongside Client that outlines opportunities and strategic objectives on monthly and annual basis. The strategy will be inclusive of determined passion areas (approved by client) such as music, fashion etc. The integrated campaign will set the overarching go-to-market brand message for Client and be infused across all Client communication.

#### **3. Digital Strategy**

A custom cross-channel digital strategy that latter into the larger client objectives will be built and presented. All strategies will fit within the determined passion areas<sup>3</sup> and framework. Strategies may include partnerships with prominent platforms (e.g. Sporty, Twitch). The digital strategy will include digital content distribution determined by the campaign development stage.

Each brand narrative campaign includes the following elements:

1. Content Development

The Agency will provide Client content creation surrounding content series that can be utilized across client owned and operated channels as well as third-party partners

2. Reporting

The Agency will provide Client with reporting of campaigns from asset performance to new opportunities. Reports may include: sharing of insights, performance highlights, missed opportunities, creative optimization ideas, and best practices. Each campaign will include the following reports:

- *Flash Report* – Insight snapshot, early learning, and other information about the campaign performance within 7 days after completion of agreed upon date.
- *Comprehensive Report* – In-depth media metrics determining success and failure based on agreed objectives. Detailed learning and action items for future campaigns. Campaign benchmarking across all platforms. Completed 20 business days after completion of campaign.

**B. EXPERIENTIAL:**

The Agency will work alongside client to assist with experiential aspects throughout the year to assist in enhancement of the experience provided to potential student-athletes.

1. Experiential Overview

A year-round review of all event-based activities will be analyzed with a report outlining areas of improvement. Furthermore, the Agency will assist with creative direction to implement brand campaign into the physical environment.

2. Event Based

The Agency will oversee development and management for an experiential event that is determined based on the brand campaign. Agency will manage fulfillment of all aspects of the campaign with assistance from Client.

3. Augmented Reality

The Agency will provide access to full suite of augmented reality development for all experiential needs. Agency hours are not included within scope but agency discounted will be provided for all services.

Each experiential campaign includes the following elements:

1. Content Development

The Agency will provide Client content creation surrounding event that can be utilized across client owned and operated channels as well as third-party partners

2. Reporting

The Agency will provide Client with reporting of campaigns from asset performance to new opportunities. Reports may include: sharing of insights, performance highlights, missed opportunities, creative optimization ideas, and best practices. Each campaign will include the following reports:

- *Flash Report* – Insight snapshot, early learning, and other information about the campaign performance within 7 days after completion of agreed upon date.
- *Comprehensive Report* – In-depth media metrics determining success and failure based on agreed objectives. Detailed learning and action items for future campaigns. Campaign benchmarking across all platforms. Completed 20 business days after completion of campaign.

### **C. NETWORK**

The Agency will provide full access to our preferred network of vendors and corporate partners including all negotiated discounted agency discounts. To receive Agency pricing Client must go directly through Agency. All costs associated to utilizing an Agency partner are pass-through costs from Agency to Client and Client is responsible for entire costs. All billing process outlined in full agreement.

### **D. REPORTING**

The Agency will provide full reporting on all campaign and Client digital outlets. Reports will include key learnings, insights, and next steps to assist with continued growth.

#### 1. Social Media

Two major reports that will be provided include:

- Mid-Season Report
- End of Season Report

## **II. Deliverables**

### **A. BRAND NARRATIVE**

#### 1. Campaign Development

- 910 FTE Billable hours across strategy, production & account.

#### 2. Art Direction

- 200 FTE Billable hours across creative art direction.

### **B. EXPERIENTIAL:**

- 250 FTE billable hours across strategy, production & account
- 50 FTE billable hours across creative art direction

### **C. NETWORK**

- 50 FTE billable hours across production & account

### **D. REPORTING**

- 40 FTE billable hours across account and strategy

**Compensation**

1. Agency Fee: Total for all agency work and focused direct labor costs listed above is \$150,000 dollars.
2. Payment Schedule
  - a. March 1<sup>st</sup> 2020 | (1) One-Time Deposit of \$50,000 dollars
  - b. April 1<sup>st</sup> 2020 – February 1<sup>st</sup> 2021 | Eleven (11) consecutive monthly payments: \$9,090.91

**Out of Scope Clause**

The Agency will only preform the services outlined in the full agreement. Any requests that fall outside of the scope of work outlined will be billed as an out of scope project. Client will receive partnership discount on all out of scope billings. The Agency will not bill for any out of scope work unless pre-approved by Client.

Client will receive one (.5) FTE hour of billable time for everyone one (1) FTE hour of billable services they refer to Agency from broader Georgia Tech Athletics (e.g. *Georgia Tech Basketball*). Client will honor agency discount for all services performed on projects in reference to Georgia Tech Athletics.

**Term**

The term of this Agreement will commence on the Effective Date and expire one (1) year after Effective Date.

**Summary**

This Addendum has been constructed to address multiple areas identified by, and requested by, the Client. This Addendum does not include hard costs as defined. All hard costs will be billed outside of the contracted annual services Statement of Work (SOW) for each project and fulfilled on an agreed upon timeline between both parties after approval by signature of this Addendum.

This page is reserved for information on communication and contact methods between all parties as well as approval signature’s regarding the Addendum between Client and Agency.

**Communications**

Client’s Point of Contact: Name, physical mailing address for appropriate correspondence, and electronic methods.

Client Name: Georgia Tech Football

POC Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

email address \_\_\_\_\_

Mobile phone number \_\_\_\_\_

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Agency's Point of Contact: Name, physical mailing address for appropriate correspondence, and electronic methods.

Agency Name: J1S Sports LLC

POC Name: W. Michael Jones

Physical Address: 2215 Cedar Springs Rd.  
#715 Dallas, Texas 75201

email address Mike@J1S.com

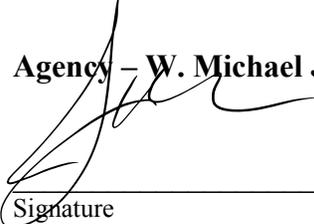
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*This Addendum is Agreed and Approved as presented. By signing this, it is mutually understood this approval will serve as a Letter of Intent to move forward and the Agency will start actions to fulfill this addendum as stated. There may be hard costs incurred by Agency to ensure the deliverables, as outlined in the Addendum, are executed as presented for Client. Client agrees to pay for such hard costs, if any are incurred, until such time as the final agreement is executed and payments for services are executed.*

**Client – Georgia Tech Football**

**Agency – W. Michael Jones**

\_\_\_\_\_  
Signature Date

  
\_\_\_\_\_  
Signature Date

03.12.2020