MASTER SERVICES AGREEMENT

AGREEMENT #: C0004048

This Master Services Agreement ("MSA") is made and entered into as of the date the last authorized signature is affixed hereto by Visionarists LLC DBA Highlight ("Contractor") and Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, ("VCU"). Contractor and VCU are sometimes referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Contractor provides various copywriting, art direction /graphic design and video production services; and

WHEREAS, VCU desires to use copywriting, art direction/graphic design and video production services on an as-needed and optional-use basis; and

WHEREAS, Contractor is willing to offer copywriting, art direction/graphic design and video production services to VCU in the manner described herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. **CONTRACT DOCUMENTS.** The contract documents are integrated and shall consist of:
 - a) Master Services Agreement
 - b) Appendix II Offeror Response Form
 - c) RFP#: 171187234EC in its entirety (incorporated herein by reference)

All of the foregoing, together, the "Contract"). Should a conflict arise among the foregoing, Master Services Agreement, Appendix II – Offeror Response Form, and RFP#: 171187234EC in its entirety, this MSA shall control.

- 2. SERVICES. Contractor shall provide to VCU Copywriting, Art Direction, Graphic Design and Video Production Services as set forth in "Conditions of Award" in Appendix II, and any statements of work or similar document later agreed upon between the Parties.
- 3. ENTIRE AGREEMENT. This Master Services Agreement (MSA), including Appendix II will serve as the complete MSA between Contractor and VCU. The contract between Contractor and VCU (the "Contract") includes this MSA and statements of work (SOW) or other similar documents (collectively, the "contract documents"). In the event of a conflict among the contract documents, the order of precedence will be: this MSA first and then the SOW or other similar documents.
- 4. TERM and RENEWAL OF CONTRACT. The term of this MSA commences on the Effective Date and ends on August 31, 2025. This MSA will renew upon mutual agreement of authorized representatives for both parties, unless otherwise terminated, under the terms and conditions for two (2) additional two (2) year periods until August 31, 2029.
- 5. EFFECTIVE DATE. This MSA is binding on the date that the last authorized signature is affixed.

- 6. FEE. VCU shall pay Contractor a fee in accordance with Appendix II as agreed between the Parties. Unless set forth otherwise in Appendix II, all invoices shall be paid net 30 days following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with § 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*.
 - 7. DEPOSIT. VCU shall not be required to pay a security deposit.
- 8. TERMINATION. VCU may terminate this MSA with or without cause with sixty (60) days prior written notice to Contractor. VCU shall pay any outstanding fees due for Services performed up to the termination date. If Contractor breaches this MSA, in addition to any other rights or remedies, VCU may terminate this MSA without prior notice.
- 9. WORK MADE FOR HIRE. VCU is engaging the services of Contractor to provide Services as described herein for or on behalf of VCU. Contractor recognizes and agrees that all work and products that Contractor creates or develops within the scope of this MSA will be Work Made for Hire that belongs to VCU and will remain the property of VCU. VCU will exclusively own, solely and completely, any work, deliverable, process, product, idea, concept, or social media page whether such may be protected by intellectual property laws or not that Contractor creates, conceives or develops, in whole or in part, within the scope of this MSA. To the extent that Contractor's work for VCU may not be deemed a Work Made For Hire, Contractor hereby assigns all of its ownership, interest and intellectual property rights in such works completely and exclusively to VCU.
- 10. INSURANCE. Contractor certifies that it has and shall maintain the following insurance coverages for the term of this MSA and that all such insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
 - a. COMMERCIAL GENERAL LIABILITY. \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.
 - b. PROFESSIONAL LIABILITY. \$1,000,000 per occurrence.
 - c. AUTOMOBILE LIABILITY, where applicable. \$1,000,000 combined single limit.
 - d. CYBER SECURITY LIABILITY, where applicable. \$5,000,000 per occurrence.
- 11. CONFIDENTIALITY. Contractor may obtain confidential and proprietary information from VCU during the performance of the services under this MSA. Such confidential and proprietary information may be disclosed in writing, orally or contained via any other media. "Confidential Information" is defined as any information designated as confidential by VCU, including but not limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and the Family and Education Records Privacy Act (FERPA).

Contractor agrees that all Confidential Information shall be held in the strictest confidence and shall not be used for purposes other than its business with VCU. Contractor agrees not to release, copy or discuss in any format any Confidential Information. Contractor shall disclose Confidential Information only to its officers, directors, or employees with a specific need to know who are held to the confidentiality standards of this MSA. Contractor shall not disclose, publish or otherwise

reveal any Confidential Information received from VCU to any other party whatsoever, except with the specific prior written authorization of VCU.

Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions of or other media containing Confidential Information within seven (7) calendar days of such request. At Contractor's option, any such documents or other media developed by Contractor containing Confidential Information may be destroyed by Contractor provided that Contractor provides VCU a written acknowledgement that all media containing Confidential Information has been destroyed by Contractor.

12. ADVERTISING. All advertising and promotion materials, whether print or electronic, that display a VCU trademark, logo, or otherwise refers to VCU must be reviewed and approved by VCU's Division of University Relations prior to use. VCU retains all rights, title and interest to its trademarks, logos and other intellectual property.

13. LIMITATION OF LIABILITY.

- a. THE TOTAL CUMULATIVE LIABILITY OF VCU, ITS OFFICERS, EMPLOYEES AND AGENTS IN CONNECTION WITH THIS MSA OR IN CONNECTION WITH ANY GOODS, SERVICES, ACTIONS OR OMISSIONS RELATING TO THIS MSA, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED PAYMENT OF THE MAXIMUM PURCHASE PRICE. REGARDLESS OF ANY PROVISION HEREIN, CONTRACTOR SHALL BE LIABLE FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM CONTRACTOR, ITS AGENTS, OFFICERS, DIRECTORS, AND AFFILIATES NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.
- b. Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees and agents in connection with this MSA or in connection with any goods, services, actions, or omissions relating to this MSA.
- 14. INDEMNITY. Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this MSA. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this MSA. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the *Code of Virginia Code*).
- 15. REGULATIONS. During the performance of this MSA, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer; and (2) Contractor agrees to (a) provide a drug-free workplace for Contractor's employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all

solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 16. FORCE MAJEURE. Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this MSA by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- 17. GOVERNING LAW AND FORUM. This MSA shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. Contractor agrees that all disputes arising under this MSA will be brought before a court of competent jurisdiction located in Richmond, Virginia. VCU does not waive its right to jury trial.
- 18. SOVEREIGN IMMUNITY. VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth of Virginia are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth of Virginia, including the Virginia Tort Claims Act (*Virginia Code* §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this MSA shall be deemed to be or construed as a waiver of VCU's or the Commonwealth of Virginia's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth of Virginia.
- 19. ENTIRE AGREEMENT. This Master Services Agreement (MSA) and Appendix II will serve as the complete contract between Contractor and VCU. The contract between Contractor and VCU may include statements of work (SOW), a data protection addendum (DPA), or other similar documents as necessary. In the event of a conflict among the contract documents, the order of precedence will be: this MSA, Appendix II, if applicable, the DPA, SOW, and then the RFP.
- 20. MISCELLANEOUS. This MSA may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The relationship between VCU and Contractor created by this MSA is that of independent contractors. Nothing contained herein shall be construed as constituting any other relationship between VCU and Contractor. Contractor shall not assign this MSA to another party without the written consent of VCU. The conditions and covenants herein contained shall inure to the benefit of and are binding upon the parties hereto, their personal representatives, successors and permitted assigns. As a registered vendor in eVA and/or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.
- 20. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this MSA shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by

registered or certified mail, return receipt requested, postage prepaid, to the respective Party hereto.

Contractor:

Visionarists LLC DBA Highlight Olga Parks 160 Wadsworth Ave, Unit 507 New York, NY 10033 ola@highlight.nyc

VCU:

Virginia Commonwealth University Procurement Services 912 W. Grace Street, 5th Fl Richmond, VA 23284 procurement_services@vcu.edu

IN WITNESS WHEREOF, the Parties to this MSA by their duly authorized representatives have executed this MSA the day and year below.

Virginia Commonwealth University	Visionarists LLC DBA Highlight
Name: John McHugh	Name: Olga Parks DocuSigned by:
Signature: John McHugh	Signature: Olga Parks 688400E7487E48C
Title: Director, Procurement Services	Title: Co-CEO, Executive Producer
Date: 5/20/2024	Date: 5/9/2024



APPENDIX II

OFFEROR RESPONSE FORM

RFP 171187234EC - COPYWRITING, ART DIRECTION/GRAPHIC DESIGN AND VIDEO PRODUCTION SERVICES

1. General Information

A. Contractor Name: Visionarists DBA Highlight

B. Street Address: 160 Wadsworth Ave, Unit 507

C. City: New York

D. State: New York

E. Zip Code: 10033

F. Phone Number: 212.422.3030

G. Email Address: ola@highlight.nyc

H. Brief history of the firm:

Founded in 2016 by visionary partners Ola Parks and Tim Carter, Highlight has transcended its roots as a traditional production house to emerge as a dynamic creative content agency. Our journey unfolds from delivering exceptional design, animation, and photography to crafting compelling scripts, developing innovative concepts, and producing captivating video content tailored for screens of all sizes. Our roster of current agency clients includes Procter & Gamble, Zoetis, Airbnb, Cigna, IDT, Gilead, ANA, and many others. With a rich background in full-service advertising, both Ola Parks and Tim Carter, previously served as managers at a leading advertising agency later acquired by Dentsu Aegis Network—one of the largest advertising conglomerates globally. Drawing on over six years of collaborative experience, they spearheaded diverse creative campaigns for renowned clients, including Western Union, U.S. Army, Comcast, 9/11 Memorial Museum, and many others. At Highlight, we bring forth a wealth of expertise, seamlessly blending creativity, strategy, and cutting-edge production techniques. Our passion lies in transforming ideas into visually stunning narratives, making us the go-to partner for businesses seeking innovative and impactful storytelling in the digital age.

Client Reference List: (Provide at least one business reference)

Reference Name: Association of National Advertisers Contact: Bob Traino

Address: 155 E 44th Street, New York, NY 10017 Phone #: 212.697.5950

E-mail address: rtraino@ana.net

Description and date(s) and services provided: We have been working with the ANA since 2017. Throught the years we've provides the following services: VIDEOGRAPHY AND PHOTOGRAPHY (event photography coverage, sizzle reels, interview videos, event promo videos, social media highlight reels, creative editing, etc.), ANIMATION (explainer animation series, motion graphics, logo animation, etc.) and GRAPHIC DESIGN / ART DIRECTION (GCGC logo development and styleguide, playbooks, website, case studies, onepagers, etc.)

*Please see additional pages for other business references.

J. Experience

Provide Curriculum vitae, Resumes or capabilities statement for all personnel that may be assigned to the University. Include relevant experience or certifications. You may attach additional pages.

Highlight core team consists of the founders, executive directors, producers, account managers, designers, creative directors, project managers, cinematographers, editors, motion graphic designers, administrative support specialists and others.

In addition, the firm maintains a carefully selected roster of diverse talent, including animators, photographers, community specialists, consultants, and subject matter experts with varying levels of experience who support us on our contracts throughout the U.S. and globally.

Ola Parks

Managing Partner, Co-Founder

Ola's leadership and 14 years of experience in strategy, production and advertising has helped grow the team and the company. Ola oversees finance, staffing, strategy, client relations and long-term business development. She has an MBA with a specialization in Marketing Management from St. John's University and has completed an Executive Program for Entrepreneurs at Harvard Business School. As an active member of the community, Ola is a member of the Women Presidents' Organization in New York, proud sponsor of #SeeHer movement, and a mentor at the Accelerator Program for Media Pros. Ola believes that the more you give the more you get. That's why she founded Blue & Yellow Foundation to support victims of

Tim Carter

Managing Director, Co-Founder

Tim is an Emmy-nominated Director. His responsibility is ensuring excellence in every creative output. He has over a decade of industry experience helming campaigns for the U.S. and international markets. He has worked with production houses across the United States, collaborating with national clients such as Comcast, Caesars Palace, DISH Network, and Western Union to name a few. Tim brings his own unique understanding of the multicultural market to every project he touches, evident from both his impressive reel, and his ability to take projects from concept to cutting table.

Tim has a Master's Degree in International Journalism, and a degree from the New York Film Academy (NYFA).

Daniel Zambrano

Creative & Film Director

Daniel is an internationally acclaimed commercial director and creative leader with over 10 years of experience spearheading campaigns for global brands like Pepsi, Gatorade, Ajinomoto, Samsung, Infiniti, and Volvo. His award-winning filmography, recognized at prestigious festivals like Cannes Lions and The One Show, is marked by inspired narrative, visual ingenuity, and masterful technical ability. Specializing in engaging commercials for TV and social media with millions of views, Daniel excels in social media narrative, directing large production teams, and delivering results in post-production. Celebrated for his cinematic style and creative vision, he leverages these skills to redefine brand identities and resonate powerfully with target audiences.

Rohan June

Creative Director

Rohan is an accomplished Creative Director with an impressive 18 years of experience. Since joining our team in 2016, he has played a pivotal role in diverse projects, showcasing his expertise in everything from branding strategy to national advertising campaigns. Prior to this, Rohan served as a Creative Director at dentsuX and Creative Group Head at Publicist in New Delhi. In these roles, he spearheaded a creative department that generated ideas rooted in cultural insights. His storytelling approach focused on themes of inclusion, relevancy, and progress, seamlessly integrated with performance-driven digital platform collaborations. Rohan has worked with a prestigious roster of clients, including Pele, Inter Milan FC, CenterLight, Boss Revolution, National Debt Relief, Liberty Landing, Western Union, Comcast, Just BARE Chicken, and Kinder. His wealth of experience and commitment to innovative storytelling make him a valuable asset in shaping impactful brand narratives.

Dima Savva

Art Director

Dima, our Art Director, is a seasoned professional in the realms of branding, advertising, production, and conceptual projects. With a wealth of experience, Dima has showcased his creative expertise by contributing to renowned brands such as Hennessy, Johnny Walker, BAYC, McLaren, Bicycle, and Disney, among others. His artistic flair and strategic design approach make him an invaluable asset in bringing visual excellence to every project he

undertakes. Dima is a skilled Art Director who excels in guiding creative teams to seamlessly execute artistic visions. Demonstrating a keen eye for design aesthetics, strategic thinking, and effective visual communication, Dima has a proven ability to translate brand objectives into compelling narratives, enhancing overall brand presence. Proficient in managing and executing creative campaigns from ideation to production, Dima consistently delivers high-quality and impactful results.

Scott Gabriel

Strategist

Scott is a cross-disciplinary strategist whose professional passions span the realms of emerging technology, human rights advocacy, and the art of storytelling. With an insatiable obsession for staying at the forefront of technological advancements, he navigates the ever-evolving landscape with a keen eye for innovation. Beyond technology, Scott is driven by a deep commitment to human rights advocacy, consistently seeking opportunities to contribute positively to social causes. His strategic approach embodies the delicate balance between rabid creativity and meticulous rationality, allowing him to craft narratives that are not only compelling but also purposeful. Having worked with a diverse range of clients, including MasMutual, TrustX, dentsuX, SEIKO Coutura, IDT, Comcast, Western Union, and Kinder, Scott's strategic insights have left an indelible mark on each project. His ability to merge creativity, technological acumen, and a commitment to social responsibility makes him a dynamic force in shaping impactful narratives for brands and causes alike.

Ayme Sinclair

Social Media Strategist

As a dedicated social media strategist, Ayme channels her passion for enhancing human and environmental well-being at the core of her role. With an impressive career spanning over 15 years, Ayme has garnered extensive marketing experience across diverse industries, including social enterprise, luxury merchandising, and publishing. Her professional journey includes key roles at prestigious entities such as WWD, GQ Magazine, Estée Lauder, and Stanton, where she collaboratively engaged with renowned brands like Architectural Digest, Henri Bendel, General Electric, and the NFL Players Association. Ayme's commitment to creating positive impact, coupled with her wealth of experience, uniquely positions her as a strategist with a deep understanding of both social and corporate landscapes.

Greg Rankin

Senior Copywriter

As a seasoned professional in public relations and content creation, Greg boasts a remarkable track record with over 10,000 published works, deeply embedded in the industrial and technology sectors. Tasked with translating complex technical concepts into compelling narratives, Greg specializes in crafting creative, insightful, and educational content for clients spanning consumer, healthcare, industrial, and hi-tech domains. Through a fusion of technical expertise and storytelling finesse, Greg has played a pivotal role in elevating the agency's creative output, ensuring our clients' messages resonate in a highly competitive landscape. His diverse portfolio includes whitepapers, case studies, scripts, feature articles, blogs, and social media posts, showcasing a versatile skill set in adapting tone and style to meet the unique requirements of each project. Working with notable clients like GILEAD and Hitachi, Greg continues to bring his wealth of experience to the forefront, consistently delivering impactful content for our clients.

Eric Jokinen

Copywriter/Script Writer

Eric has been an integral part of the Highlight team since 2016, contributing his versatile writing expertise to a myriad of creative projects. Primarily serving as a scriptwriter for numerous online video projects, he has also showcased his literary skills in crafting website copy, sales letters, marketing collateral, social media content, comic books, press materials, and more. His portfolio boasts an impressive array of clients, including Bicycle Playing Cards, Microsoft, Priceline, Carnival Cruise Line, Blackberry, Xbox, and Nokia. Prior to this, Eric served as a publisher at The New Press, showcasing his proficiency in the publishing industry. In the early stages of his career, he honed his skills in corporate, transactional, and bankruptcy law at Proskauer, adding a unique legal perspective to his creative pursuits. Eric's diverse background and wealth of experience contribute to his dynamic and comprehensive approach to writing.

April Li

Content Creator and Photographer

April seamlessly blends business acumen with creative flair, fueled by her deep passion for design, photography and content creation. In her role, April takes on diverse responsibilities, overseeing the entire campaign. Whether curating engaging social media content, creating beautiful designs or spearheading influencer marketing initiatives,

April's creativity shines through. With an impressive client roster including Shiseido, Community Health Network, Gerber, Moroccan Oil, and Svedka Vodka, April's portfolio reflects her ability to transform creative visions into impactful, business-driven outcomes. She stands as a valuable asset in the dynamic realm of content creation and design.

Alex Bojkiw

Production Manager

Alex, a dedicated professional, has been an integral part of our company since 2017, steadily ascending the corporate ladder with a commitment to excellence. As a multifaceted leader, she undertakes key responsibilities in project and production management, excelling in account management, internal processes, and compliances. Her proven track record is reflected in her adept management of clients such as National Grid, Cigna, Morgan Stanley, Addepar, Bicycle Playing Cards, IDT, Association of National Advertisers, SeeHer, GILEAD, and WBENC. Alex's dynamic skill set, coupled with her unwavering dedication, positions her as a pivotal force driving success in various facets of our organization.

Andy Lemmik

Head of Production / Editor

Andy, an integral member since 2016, has not only grown within the company but has become the driving force behind our production endeavors, progressing from an editor to the esteemed position of Head of Production. His journey is a testament to his dedication and proficiency in the field. At the helm of production, Andy oversees liveaction shoots with meticulous attention to detail, ensuring each project meets the highest standards. His expertise extends to post-production supervision and editing, where his creative touch transforms raw footage into compelling visual narratives. Andy's exceptional leadership is evident in his management of clients such as National Grid, Cigna, IDT, Association of National Advertisers, WBENC, Macy's, and Bloomingdales. His role in shaping the visual identity of our projects underscores his invaluable contribution to the success and growth of the company.

Pavel Alekseev

Cinematographer

Prior to joining the Highlight team, Pavel has had a two-decade background in video production. His wealth of experience spans the spectrum, from crafting impactful interview videos to orchestrating the production of television shows. At the heart of our creative endeavors, Pavel's main responsibilities encompass live-action shoots, where his expertise ensures the seamless execution of visual narratives. Additionally, his role extends to pre-production consulting, where he leverages his wealth of experience to shape the creative direction of our projects. Pavel's notable contribution is evident in his work with esteemed clients such as National Grid, Cigna, Association of National Advertisers, WBENC, and DoorDash. His role as a key figure in the company exemplifies his dedication to elevating our video production standards and delivering exceptional content.

Rada Bohdanova

Designer, Content Coordinator

Introducing Rada, our junior designer and adept social media manager at Highlight. With a distinctive flair for design, she specializes in crafting visually stunning content tailored for social and digital media platforms. Rada not only brings creativity to every project but also excels in translating ideas into compelling visuals that resonate with our audience. Her exceptional communication skills ensure seamless collaboration, making her a vital asset in elevating our brand presence across various online channels. Reliable, punctual, and a great idea generator, Rada consistently delivers impactful design work that enhances our digital and social media strategies.

K. Other

Provide any other information the University should consider in evaluating the firm's proposal:

At Highlight, innovation is at our core, propelling us to consistently push creative boundaries and deliver captivating campaigns that resonate and drive engagement, positioning us at the forefront of industry trends. Our expertise in crafting cohesive multichannel campaigns ensures a seamless brand experience across platforms. What sets us apart is our commitment to collaborative partnership, emphasizing transparent communication to work closely with your team, achieving shared objectives effectively. Additionally, we take pride in cultivating relationships and nurturing talent. Many of our experts, who now command industry rates, began their careers

with us, providing us with discounted rates as a testament to our enduring partnership. Furthermore, we bring a focus on finding cost efficiencies, enhancing the overall value for our clients.

2. eVirginia (eVA) Registration	Status
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A.	Is Contractor currently eV	A registe	red and active: $oxtimes$ Yes	□ No
3. Smal	l, Women, and Minority Ov	wned Bu	siness Information: (Comp	lete A-E)
A.	Small:	⊠ Yes	□ No	
В.	Minority-Owned:	\square Yes	⊠ No	
C.	Women-Owned:	\square Yes	⊠ No	
D.	Virginia DSBSD Certified:	☐ Yes	⊠ No	

Virginia DSBSD Certification #: Click or tap here to enter text.

4. Conditions of Award

E.

Please check each box below confirming agreement with the conditions of award. Terms that contain a check box must be checked to confirm acceptance.

A. RealSource Registration

The Contractor agrees to maintain or become registered as a vendor within the VCU RealSource Vendor Registration network <u>upon being invited</u> to register.

B. Detailed Scope of Work

The Contractor will provide a detailed statement of work prior to any project, summarizing specific services, deliverables, delivery dates and cost – without additional terms or conditions requiring VCU signature. VCU has a signatory authority policy that allows only specified individuals to sign contracts.

C. Purchase Orders

The Contractor will accept a VCU issued Purchase Order as the commitment to start a project and will not start work on a project until a Purchase Order is received.

D. Invoicing

The Contractor agrees to invoice in accordance with the procedures outlined on the VCU Purchase Order.

E. Payment Method (Check the box AND select an option from the <u>dropdown</u>)

VCU is migrating away from processing payments via paper check and strongly encourages the use of our electronic payment options.

- ACH Paymode-X Basic (Net 35) and Early Payment Discount (EPD)
- F. Early Payment Discount (EPD): (Check the box AND select an option from the dropdown)
 - ☑ 0.5% Net 25/ Net 30

G. Fees

The following pricing / fees will be charged for the Services. The fee structure includes rates charged for all personnel or service that may be provided to VCU.

Agency Services Rate Card

Digital Marketing Specialist - \$ 150/hr Media Buyer - \$ 125/hr Media Coordinator - \$ 100/hr Media Planner/Paid Placement - \$ 85/hr Media Research Director - \$ 110/hr Media Strategist - \$ 200/hr Media Traffic Coordinator - \$ 65/hr

Design/Production (Digital & Print) Hourly Rate Art Director - \$ 200/hr Brand Strategist - \$ 200/hr Content Developer \$ 90/hr Content Distribution Specialist - \$ 75/hr Creative Director - \$ 200/hr Graphic Designer - \$ 120/hr Illustrator - \$ 100/hr Image Retouching - \$ 100/hr Jr. Graphic Designer - \$ 90/hr Presentation Specialist (PPT) - \$ 60/hr Production Artist - \$ 60/hr Project Manager - \$ 90/hr Quality Control/ Proofreader - \$ 100/hr Social Producer - \$ 130/hr Traffic Manager - \$ 75/hr

Writing/ Editorial Hourly Rate Creative Writer - \$ 200/hr Junior Copywriter - \$ 120/hr Proofreader - \$ 100/hr Senior Copywriter - \$ 150/hr Social Media Copywriter - \$ 100/hr

Digital Development Hourly Rate
Front End Developer (JavaScript/ HTML) - \$ 120/hr
UX Graphic Design - \$ 100/hr
Platform Architect (Marketo, Salesforce, etc.) - \$ 100/hr
Digital Project Admin (Eloqua, Salesforce, etc.) - \$ 85/hr
Salesforce Developer - \$ 85/hr
Email Campaign Specialist - \$ 100/hr
Quality Assurance Tester - \$ 95/hr
Data/Insights Analyst - \$ 75/hr

Translations Hourly Rate Interpreter - \$150hr Production - \$ 130/hr Translator - \$ 100/hr

Production Services Rate Card
Planning/ Creative Development* Hourly Rate / Daily Rate*
Concept Development/ Strategy - \$200/hr \$2,000/day
PM/ Managing Producer - \$100/hr \$1,000/day
Project Manager - \$95/hr \$950/day
Scriptwriting - \$120/hr \$1,200/day
Storyboarding - \$80/hr \$800/day
Director's Treatment - \$150/hr \$1,500/day

Pre-Production Hourly Rate / Daily Rate*
Executive Producer - \$175/hr \$1,750/day
Producer - \$150/hr \$1,500/day
Casting - \$100/hr \$1,000/day
Location Scouting - \$90/hr \$900/day
Set Build & Video Props project based project based
Set Design - \$110/hr \$1,100/day

Production Hourly Rate / Daily Rate* Audio Engineer - \$90/hr \$900/day Camera Assistant - \$85/hr \$850/day Crafts Services - \$65/hr \$650/day Director* - \$500/hr \$5,000/day Director of Photography/ Camera Operator - \$200/hr \$2,000/day Drone Operator - \$200/hr \$2,000/day Gaffer - \$90/hr \$900/day Hair & Makeup - \$80/hr \$800/day Lighting Rental project based project based Location/ Off-site Studio Fee project based project based Production Assistant - \$35/hr \$350/day Production Manager - \$80/hr \$800/day Sound Tech - \$85/hr \$850/day Talent- Extras* project based project based Talent- Featured* project based project based Teleprompter Operator - \$160/hr \$1,600/day Travel* project based project based Videographer/ Camera Operator - \$120/hr \$1,200/day

Post-Production Hourly Rate / Daily Rate*
Audio Mixing - \$70/hr \$700/day
Closed Captioning - \$50/hr \$500/day
Color Correction - \$150/hr \$1,500/day
Managing Video/ Data Files - \$80/hr \$800/day
Motion Graphics - \$120/hr \$1,200/day
Music License project based project based
Post-Production Director - \$200/hr \$2,000/day
Post-Production Manager - \$85/hr \$850/day
Stock Footage project based project based
Text Overlays - \$75/hr \$750/day
Senior Editor - \$150/hr \$1,500/day
Editor - \$80/hr \$800/day
Video Manager \$80/hr \$800/day

Voiceover* project based project based

- *Please note for Production/Live Action services the crew charges daily rates, not hourly.
- *Travel expenses are billed at cost; if crew travels for shoot the day before then 1/2 day rate will be added to the labor expenses.
- *Non-union 10-hrs day; All labor and production costs are subject to 20% production fee which includes insurance (general lliability, workers compensation and PFL/DBLT)
- *Director's, Talent's and VO's fees are project based

VCU prefers fully loaded rates inclusive of travel and expenses. If travel and expenses must be charged separately, the Contractor must receive written approval from VCU before initiating travel to any VCU campus or location. For travel that is approved in writing by VCU, Contractor shall submit its reasonable out-of-pocket expenses to VCU. Travel expenses must be clearly documented in the form of receipts. VCU shall reimburse Contractor for its reasonable out-of-pocket expenses in accordance with, and limited by,

the VCU Travel Guidelines & Procedures. VCU reserves the right to dispute the reasonableness of, and reject, any travel expense. Contractor shall adhere to VCU's current guidance for on-campus visits available at https://together.vcu.edu/

H. \bowtie The Contractor shall be able to provide the goods and services as described in IV. Statement of Needs.

5. Proprietary or Confidential Information:

A. The Contractor's proposal contains proprietary or confidential information.: \square Yes \square No

B. If Contractor answered "Yes" above, provide additional details.

Click or tap here to enter text.

Note: See RFP, Section "Confidential / Proprietary Data and Information" for more information.

6. Acceptance

This document will be incorporated into the Master Services Agreement (MSA) between your Firm and the VCU. The contract between your Firm and VCU may include statements of work, a data protection addendum, or other similar documents as necessary. The MSA will have precedence over all other contract documents.

Contractor Name: Visionarists LLC DBA Highlight

Authorized Officer/Signatory: Olga Parks

Title: Co-CEO, Executive Producer

Authorized Officer/Signatory Email Address: ola@highlight.nyc

Date: 12/20/2023

Electronic Signature: By typing the name of the firm's authorized representative/signatory into the field above, the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. No award will be made without a fully executed MSA.



Client's Reference List

Reference Name #2: Plan C Agency Contact: Candy Tse

Address: 120 E 8th St. Suite 808, Los Angeles CA 90014 Phone: 626-233-6308

E-mail address: candy.tse@plancagency.com

Description, dates and services provided: We have been working with Plant C Agency and their clients since August 2021. Two years ago, we undertook a crucial PSA project for Gilead to combat the Hepatitis B epidemic in the U.S. Faced with the challenge of informing and encouraging regular checkups without instilling fear, we crafted two impactful animation series — Hep B Educational and Hep B Testimonials — featuring 8 master videos. Notably, these animation series portrayed a diverse and multicultural array of characters, adding depth to the narratives. The educational series conveyed life-saving information in an entertaining format, while the testimonials, inspired by real stories, dismantled stigma and advocated for routine checkups. Both series have garnered significant global attention and are currently being adapted for diverse markets. This campaign underscores Highlight's creative prowess in addressing health issues with meaningful impact, embracing diversity in storytelling.

Reference Name #3: IDT Corporation Contact: Michelle Rendo

Address: 520 Broad St, Newark, NJ 07102 Phone: (201) 264-5249

E-mail address: michelle.rendo@idt.net

Description, dates and services provided: IDT stands as our most enduring and loyal clients, having partnered with us for over seven years. In addition to crafting multicultural national TV campaigns, our work extends to shooting commercials overseas, incorporating cutting-edge CGI, and utilizing green screen technology. This holistic approach ensures that our partnership with IDT consistently delivers dynamic and visually compelling content for both Spanish and English speaking audiences. Notably, our diverse projects, including those featuring celebrities like Mariano Rivera, showcase our commitment to excellence across various creative dimensions. Currently, we are in the final stages of post-production for the upcoming 2024 BOSS Money campaign.