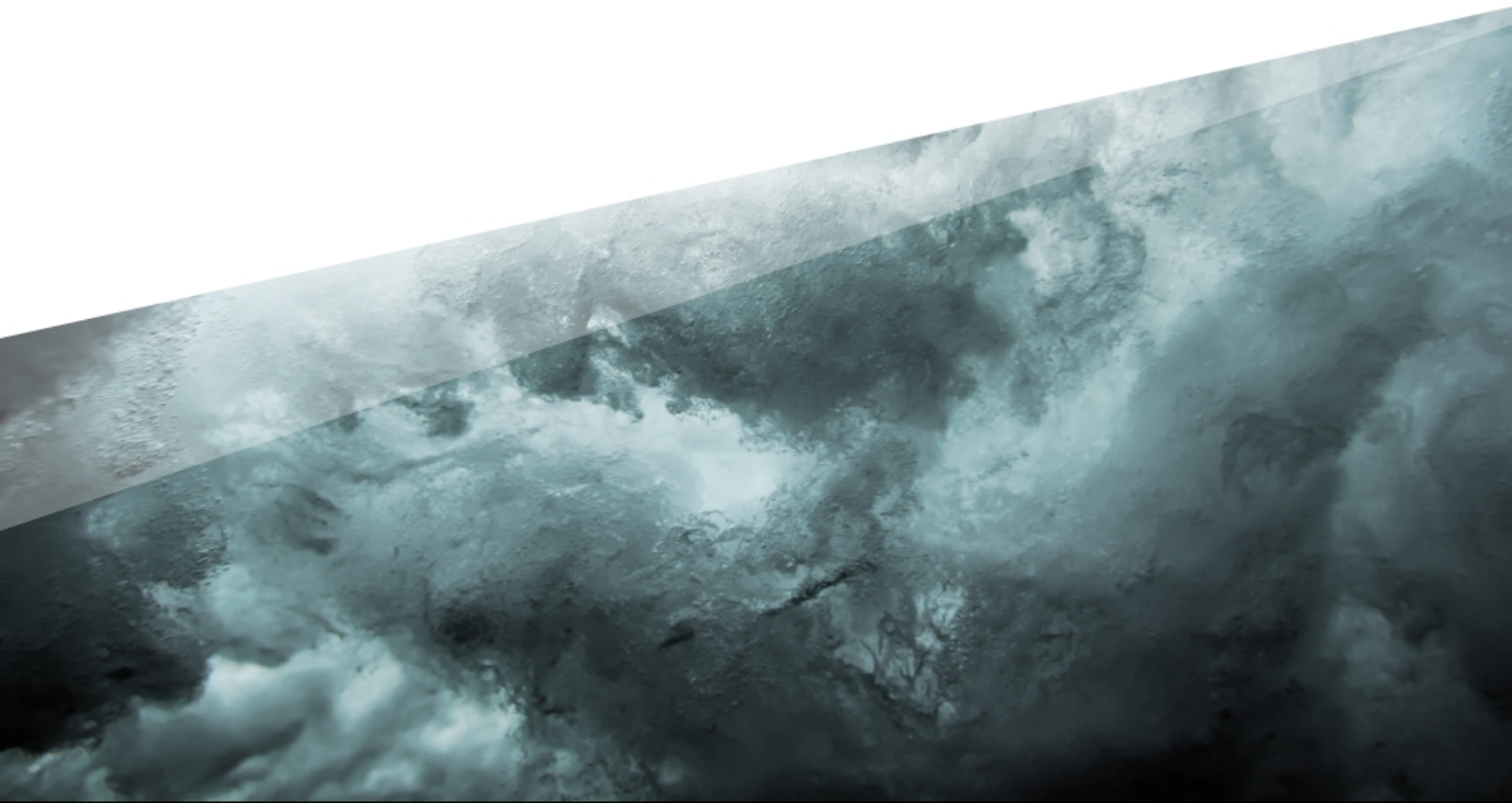




BIG MARLIN GROUP

Proposal from Big Marlin Group

PREPARED FOR: Orpheus Male Chorus of Phoenix Frank
McPeck ISSUED: 8/23/2021 VALID TO: 8/31/2021



THANK YOU

Frank,

Big Marlin Group (BMG) would like to thank you for the opportunity to continue a partnership with Orpheus Male Chorus of Phoenix. Our team is supported by a staff with over 207 years of combined marketing experience, delivering services to businesses and organizations across a myriad of industries, spanning 32 states and counting.

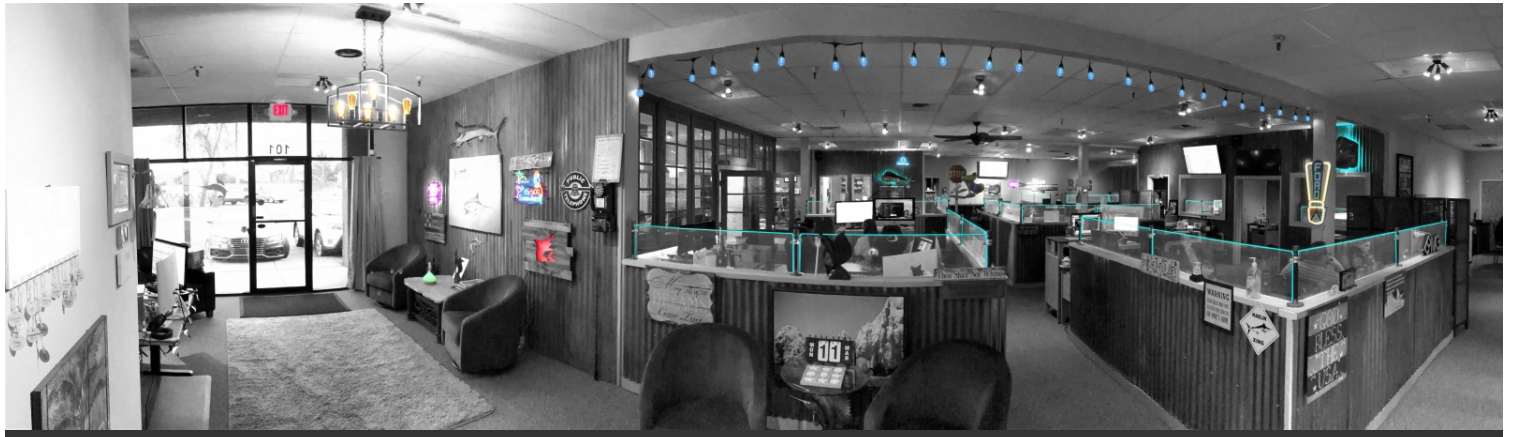
I look forward to continuing a great partnership!

Sincerely,

Jamie Hein | VP of Business Development



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WHAT SETS US APART?

It's simple. We have a national reputation for exceeding client expectations while delivering the best customer service in the industry! With all our development done in house, we're able to keep a close eye on every aspect of your project to make sure deadlines are met without compromising the quality of our work. As a full-service marketing agency, we're able to offer all the supplementary marketing services needed to bolster the performance of your new site. We don't just build websites that look great, we build them to be the foundation of your digital footprint, and to act as an engine that drives you towards your strategic goals of educating and apprising your audience of your mission.

The culture of our company is set by our CEO and three other principles who have been working together for nearly twenty years. We encourage our team to look for new ways of thinking that will make an impact for our company, our partners, and our community. We look forward to the continual partnership with the commendable organization of Orpheus Male Chorus of Phoenix and our team of Happy Marlins are ready to deliver!

MEET THE TEAM

YOU'RE IN GOOD HANDS...

We are a group of dedicated marketing professionals with a passion for navigating the turbulent waters of the digital world. We are an Arizona-based agency with a national reputation for exceeding expectations with our unparalleled creativity and superb customer service.



John Allen
General Manager



Derek Watkins
VP of Product Development



Ted Brown
VP of Marketing Solutions



Jamie Hein
VP of Business Development



Melissa Miller
Office Manager



Abby Stepanek
Account Manager



Leslie Lau
Account Manager



Michaela Taylor
Account Manager



Demi Bang
Account Manager



Mallie Riches
Account Coordinator



Kelly Forystek
Account Coordinator



Melissa Szenda
Digital Media Specialist



Haley Brady
PPC Coordinator



Hayden Householder
Content & Social Media Writer



Madeleine Rheinheimer
Content & Social Media Writer



Jeanne Rissi
Project Coordinator



Catharine Lewis
Creative Designer



Maddie Reyes
Creative Designer



Shayla Bjorge
Creative Designer



Daniel Gaze
Web Developer



Ashley Mead
Web Developer

"Their marketing materials are on target, timely, and cost-effective"

BRIAN GREEN | YMCA OF GREATER WILLIAMSON COUNTY

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MARKETING SERVICES

This is a comprehensive outline of all the services we offer. As a full-service agency, we have the ability to do just about any kind of marketing you can think of; not all of which is going to be right for your business. Once our goals are established, and we conduct the necessary research, we'll work with you to figure out what services are most efficient and cost-effective in reaching your goals.



Digital Marketing

SOCIAL | EMAIL | PPC | DISPLAY ADS | RETARGETING | CONTENT

- Content Calendar
- Scheduled Posting
- Engagement / Relationship Management
- Paid Advertising
- Create engaging, relevant, informative and/or entertaining email campaigns
- As a Certified Trusted Agency for Google, we build, implement, and manage Google Ads and other PPC campaigns that focus on delivering the right message to the right customer to increase click-through-rates and ROI.
- Produce relevant and useful content to engage your audience, build loyalty, and position your brand as a reliable source of information

Brand **Management**

- Creating a distinguishable identity for your company with a cohesive look and feel across all marketing channels for brand recognition, positive brand messaging, and consistency. We will work with you to create a brand identity that embodies the values of your company and resonates with your target audience.
- Based on the aims of the established marketing strategy, brand management enables the price of products/services to grow and builds loyal members through positive associations, images, and a strong awareness of the brand.
- Brand management means making sure all design, content, and creative is cohesive when portraying brand messages.

Data Analysis & Management

- For Current & Past Customer Profile Creation
- For New Campaigns & Prospecting Opportunities

Creative

- Ad Campaigns & Creative Strategy
- Design Execution
- Efficacy Monitoring & Optimization

Media Buying & Placement

- BMG will analyze past and current media buys and explore all media options in the market. We will then negotiate the best pricing and placement options and give recommendations on what media would generate the best ROI. Our experience and relationships in this space allow for propitious returns.

MARKETING SERVICES

THIS IS A COMPREHENSIVE LIST OF ALL THE SERVICES WE OFFER.



Website Management

DOMAIN & HOSTING | SEO | MAINTENANCE & DEVELOPMENT

- BMG will work to create, develop or upgrade your website to keep it attractive to search engines. The goal of search engine optimization is to produce a consistently high-ranking site in the organic search results. The algorithms are defined by each search engine and can change at any time. Search engine algorithms are one of the best-kept secrets in the industry. BMG is assiduous in staying on top of algorithm changes that can affect your strategy.
- To help our clients eschew the stair-step mentality of web development, we consider the website and associated channels just as we do any other mediums we utilize to market; we upgrade and adapt as the markets offer new options. We, therefore, build most sites in simple formats that make changes to the foundation simple and cost-effective

Public Relations

- From press releases to working with the media outlets, our goal will be to get your story out in the news when it's appropriate. We will help develop stories to tell the public that relate to your marketing goals. Whether it's traditional media, social media or speaking engagements, we will facilitate the communication of strategic messaging with audiences through trusted sources.

Reporting & Analytics

- Knowing what is working and what isn't is the key to growing a successful ongoing marketing campaign. We incorporate every possible tracking mechanism from Google Analytics to call tracking to ensure that we are getting the best possible ROI for all our marketing channels.

Other Services By Quote

- Direct Mail & Mail Fulfillment
- Photo / Video Production
- TV Commercial Production

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Custom Execution Plan

Below you will find a detailed plan of your monthly hours.

(Marketing hours begin September 1, 2021)

September 2021 (10 hours)

- **Marketing Coordination/Meetings - 2 hours**
- **Creative - 2 hours**
- **Web Maintenance - 4 hours**
- **eBlasts - 2 hours**
 - **1 custom eBlast**

October 2021 - Holiday Concert Series Planning (20.5 hours)

- **Marketing Coordination/Meetings - 2 hours**
- **Media Buying - 1.5 hours**
 - **AZ Republic print ads**
- **Creative - 8 hours**
- **Digital Marketing Management - 1 hour**
 - **Facebook Ads/Events**
- **Web Maintenance - 4 hours**
- **eBlasts - 4 hours**
 - **2 custom eBlasts**

November 2021 (11 hours)

- **Marketing Coordination/Meetings - 2 hours**
- **Creative - 2 hours**
- **Digital Marketing Management - 1 hour**
 - **Facebook Ads/Events**
- **Web Maintenance - 4 hours**
- **eBlasts - 2 hours**
 - **1 custom eBlast**

December 2021 (9 hours)

- **Marketing Coordination/Meetings - 2 hours**
- **Digital Marketing Management - 1 hour**
 - **Facebook Ads/Events**
- **Web Maintenance - 4 hours**

- **eBlasts - 2 hours**
 - **1 custom eBlast**

January 2022 (4 hours)

- **Web Maintenance - 4 hours**

February 2022 (6 hours)

- **Web Maintenance - 4 hours**
- **eBlasts - 2 hours**
 - **1 custom eBlast**

March 2022 - Spring Concert Series Planning (18.5 hours)

- **Marketing Coordination/Meetings - 2 hours**
- **Media Buying - 1.5 hours**
 - **AZ Republic**
- **Creative - 8 hours**
- **Digital Marketing Management - 1 hour**
 - **Facebook Ads/Events**
- **Web Maintenance - 4 hours**
- **eBlasts - 2 hours**
 - **1 custom eBlast**

April 2022 (13 hours)

- **Marketing Coordination/Meetings - 2 hours**
- **Creative - 2 hours**
- **Digital Marketing Management - 1 hour**
 - **Facebook Ads/Events**
- **Web Maintenance - 4 hours**
- **eBlasts - 2 hours**
 - **1 custom eBlast**

May 2022 (9 hours)

- **Marketing Coordination/Meetings - 2 hours**
- **Digital Marketing Management - 1 hour**
 - **Facebook Ads/Events**
- **Web Maintenance - 4 hours**
- **eBlasts - 2 hours**
 - **1 custom eBlast**

June 2022 (4 hours)

- **Web Maintenance - 4 hours**

July 2022 (6 hours)

- **Web Maintenance - 4 hours**
- **eBlasts - 2 hours**
 - **1 custom eBlast**

August 2022 (4 hours)

- **Web Maintenance - 4 hours**

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Check Out **Your Plan**



Monthly Marketing Package

WAHOO MARKETING PLAN (~9 HOURS PER MONTH)

\$995 /month

SELECTED

This is based on the aforementioned custom execution plan for 108 total hours spread across the contract period.

- Agreement includes ~9 hours per month @ \$110.56 per hour. Additional hours will be billed at the package hourly rate of \$110.56. BMG will advise of any out of scope hours prior to beginning a requested project by the Client. With Client approval, BMG will move forward with any approved additional billable hours. Client approval must be provided in writing to a BMG account manager.

WEBSITE HOSTING & MAINTENANCE

SELECTED

This is usually \$95/month, but BMG will waive this fee and include website hosting as a value add for Orpheus Male Chorus of Phoenix.

Monthly Total \$995/month

Ready to proceed?

Head to the next page to sign

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Service Agreement & Terms

This Master Services Agreement (“Agreement”) is entered into by and between Big Marlin Group, an Arizona Limited Liability Company (“BMG”), and ORPHEUS MALE CHORUS OF PHOENIX (“CLIENT”). This agreement is effective on 09/01/2021 and is a 12-month agreement. Upon expiration of the 12-month term of this Agreement, this Agreement shall automatically renew on an annual basis, unless the CLIENT provides 30 days written notice of termination prior to the expiration of the 12-month initial term. Client may opt to cancel the ongoing marketing services with no cancellation fee with a 30-day written notice after the initial 3-month term. If logged marketing support hours exceed billable hours at time of cancellation, CLIENT will be responsible for paying the difference.



By signing this document on the following page, you agree to all below terms requiring initials.

TERMS & CONDITIONS

The purpose of this agreement is to establish an ongoing services agreement between BMG and CLIENT. Work requested by CLIENT shall fall under the general assumptions and terms of agreement as defined

below and on the following pages.

1. BMG represents and warrants that it has the experience and ability to perform the services agreed to with CLIENT. BMG also agrees that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this and subsequent work order's relating to this Agreement; and that its performance of such projects shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, BMG is an independent party and CLIENT will not determine or exercise control as to general procedures or formats necessary to have these services meet CLIENT satisfaction.

2. BMG and CLIENT agree that Marketing Services will be performed as specified in subsequent work orders, scopes of work, and or written requests per email. No verbal contracts exist with CLIENT, and all work requested by CLIENT shall be in writing.

3. BMG is not liable or held liable for any CLIENT campaign content, campaign representations, content and images used on websites or client marketing materials, or any legal actions resulting from actions performed on behalf of CLIENT that result in CLIENT undergoing a financial or other transaction, agreement or legal engagement. BMG is acting as an agent on behalf of CLIENT, and in accordance with such, CLIENT hereby agrees to indemnify Big Marlin Group and hold its officers, employees, and agents, and each of them harmless from all claims, losses, expenses, fees (including attorney fees and expert witness fees), costs, and judgments that may be asserted against BMG resulting from CLIENT campaigns and or project(s).

4. CLIENT is responsible for obtaining proper licensing for images and or other trademarked, copyrighted or patented information, images or otherwise used materials. BMG shall bear no responsibility for any legal actions or fines resulting from the use of any of these images, materials or concepts.

5. CLIENT shall be solely responsible for, and BMG shall have no responsibility or liability whatsoever with respect to, any and all claims, suits, liabilities, losses, damages, costs and expenses arising from, or attributable to, the Licensed Applications and/or the use of those Licensed Applications by any end-user, including, but not limited to: (i) claims of breach of warranty, whether specified in a EULA or established under applicable law; (ii) product liability claims; and (iii) claims that any of the Licensed Applications infringes the copyright or other intellectual property rights of any third party. CLIENT shall indemnify and hold BMG harmless against any and all claims, suits, liabilities, losses, damages, costs and expenses arising from, or related or attributable to: (i) the Licensed Applications; (II) CLIENT's failure to fulfil or perform any of CLIENTS's obligations under and EULA for those Licensed Applications.

6. The parties agree that any claim, controversy, dispute or disagreement between them in any way arising out of or relating to this Agreement or the professional relationship between the parties shall be resolved by binding arbitration. This Agreement covers all claims, disputes, and controversies of any nature whatsoever, whether arising in tort, contract or otherwise, and whether arising under statute or common law, including state and federal anti-discrimination claims, such as claims based on race, age, sex, religion, national origin, ancestry, marital status, pregnancy or medical condition, handicap or disability. This Agreement does not, however, preclude either party from seeking a temporary restraining order, temporary injunction or other equitable relief to prevent irreparable harm or damage caused by or about to be caused by the other party.

The Arbitrator has the exclusive authority to resolve any dispute regarding the interpretation, applicability, or enforceability of this Agreement. Any arbitration shall be conducted through the American Arbitration Association (“AAA”), and the Federal Rules of Civil Procedure shall be utilized; however, nothing herein prevents the parties from mutually agreeing upon using an arbitrator not with the AAA. To the extent that this provision conflicts with any other arbitration provision applicable to the parties’ professional relationship, this provision controls.

I ACKNOWLEDGE THAT I HAVE READ THE ABOVE ARBITRATION AGREEMENT. I UNDERSTAND THAT I AM GIVING UP THE RIGHT OF CLIENT TO FILE A LAWSUIT IN STATE OR FEDERAL COURT TO RESOLVE CLAIMS COVERED BY THIS AGREEMENT. I UNDERSTAND THAT ANY SUCH CLAIMS WILL BE RESOLVED BY A NEUTRAL ARBITRATOR, NOT BY A JUDGE OR JURY. I UNDERSTAND THAT THE DECISION OF THE ARBITRATOR WILL BE FINAL AND BINDING, EXCEPT AS TO THE LIMITED GROUNDS FOR COURT REVIEW PROVIDED BY STATE AND FEDERAL LAW.

Initials:_____ (By signing this document on the following page, you agree to all above terms requiring initials)

7. In the event that BMG performs marketing services for CLIENT, BMG shall not be held responsible for any errors, omissions or other financial impacts of independent third parties of BMG and or CLIENT; examples of such third parties Google, Yahoo or MSN.

8. BMG understands and acknowledges that CLIENT may from time to time give BMG access to confidential information developed or obtained by CLIENT. It is the responsibility of CLIENT to designate what information it deems to be confidential at the time of providing such information. Any such designation will be accepted by BMG, but shall not be construed as BMG taking any position on whether the designated confidential information is, in fact, confidential as that term is construed under applicable law. BMG shall hold any designated confidential information of CLIENT in the strictest

secrecy and not disclose or make any use thereof except for the performance of this Agreement. BMG shall not cause or permit the disclosure, use, or dissemination of designated confidential information in any form to any person or entity without the prior written consent of CLIENT. BMG shall cause all persons who obtain access to such designated confidential information through BMG to abide by the confidentiality provisions of this Agreement.

9. Prices do not include the State of Arizona and/or appropriate city sales tax. Any applicable taxes will be billed as separate line items to the CLIENT.

10. BMG fees are billed according to the schedules as illustrated on individual work orders and agreed upon by both parties.

11. BMG is dedicated to providing the highest in CLIENT service and satisfaction. If for any reason CLIENT is unsatisfied with a project, please contact BMG and BMG will work to find a satisfactory resolution. If BMG is unable to reach a satisfactory resolution with CLIENT, or if CLIENT wishes to cancel a project, CLIENT is requested to follow the appropriate cancellation process as defined below.

a. One-time projects: CLIENT may cancel a project at any time with a written request. BMG will cease all work within 24 hours. BMG will deliver to CLIENT all work performed. CLIENT will be responsible for payment for all work completed to this point. Any uncompleted work that has not yet been billed (work in excess of the most recently billed milestone) will be billed at a rate of \$150/hour of work completed.

b. Ongoing marketing services: You may cancel your ongoing marketing agreement with a 30 day written notice of campaign cancellation after the initial 3-month term. Refunds are not available for previously performed services.

c. Upon cancellation of this Agreement by either party, in order to protect the reputations of CLIENT and BMG, the parties shall make no statements whether verbal, written, or electronic to any person or entity including, but not limited to, individuals or entities engaged in the services than provided by BMG or CLIENT, which would tend to criticize, disparage, or ridicule the other party, its employees, executives, members, board members, other management personnel, and/or any services provided by BMG or CLIENT. The parties specifically intend for this restriction to apply to negative reviews on the internet, including, without limitation, sites such as Yelp, and any social media (Facebook, Messenger), and/ or any other applications or websites, and regardless of whether either party holds a good faith belief in the veracity of any such reviews or other postings and/or communications.

12. BMG will use the billing information provided below to process payment for your projects. For each project, CLIENT has 30 days to execute an acceptance of the project or work, which acceptance will be provided by

BMG. Upon execution of the acceptance by CLIENT, or upon expiration of 30 days after the project or work is delivered to CLIENT along with the acceptance of work for execution, CLIENT: (i) irrevocably waives any right to challenge the work or project for any reason whatsoever, including, without limitation, the right to assert any such challenges by way of recoupment or any other legal theory that permits a deduction in damages to BMG based upon past, previously waived and/or unchallenged alleged breaches of this Agreement by BMG; and (ii) expressly waives the right to assert any statute of limitations that might otherwise apply to any such challenges.

a. Ongoing marketing services and one-time projects under \$3,000 are to be paid via credit card or check, and a 3% (Visa, Mastercard) or 4% (American Express) credit card processing fee shall be added to the total if paid by credit card.

b. Projects in excess of \$3,000 will be invoiced and CLIENT shall pay via check, EFT/Wire Transfer.

13. Payment for BMG invoices is due within 30 days of the date that the invoice is issued to CLIENT. BMG will charge a 2% monthly finance charge (up to 10%) for payments received late (after 30 days from the invoice date).

14. If CLIENT does not have a website maintenance and hosting agreement permitting BMG to perform website maintenance and hosting on the BMG servers, then the website maintenance and hosting agreement is limited to website functionality only and does not include operations related to hosting and/or domain management.

15. Both parties undertake that each will not for a period of two years from the termination of this Agreement entice away or endeavour to entice away from the other party any employee of such other party. Each party acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of the other party.

16. If any court, arbitrator, or another trier of fact of competent jurisdiction holds that any part of this Agreement is invalid, the parties desire and agree that the remaining parts of this Agreement will apply to the maximum extent that is enforceable under applicable law. If any court, arbitrator, or another trier of fact of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the court, arbitrator, or another trier of fact will apply the "blue pencil rule" so as to strike any offending language in a manner that will ensure that the remaining parts of this Agreement continue to be valid and enforceable, and CLIENT will join in any motion advocating for the application of said "blue pencil rule".

Initials:_____ (By signing this document on the following page, you agree to all above terms requiring initials)

- 17.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 18.** The descriptive headings of the sections and subsections of this Agreement are intended for convenience only and do not constitute parts of this Agreement.
- 19.** The parties will, from time to time and at such time as may be required, take such further actions and execute such further documents as may be reasonably required and necessary to affect the provisions hereof.
- 20.** In case of any action or proceeding, including arbitration, arising in any way from this Agreement, the prevailing party will be entitled to recover all costs of such action or proceeding, including, without limitation, costs, attorneys' fees, expert fees, and any other disbursements.
- 21.** It is the express intention and agreement of the parties that all covenants, agreements, statements, representations, warranties, and indemnities made in this Agreement will survive the execution and delivery of this Agreement.
- 22.** The language of this Agreement will be deemed to have been approved by both parties, and no rule of strict construction will be applied against either party.
- 23.** Nothing in this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and BMG. All duties and responsibilities undertaken under this Agreement will be for the sole and exclusive benefit of CLIENT and BMG, and not for the benefit of any other party.
- 24.** Except upon the express written consent of the parties, the term and conditions of this Agreement will remain confidential between CLIENT and BMG and their respective members, officers, accountants, and lawyers.
- 25.** This Agreement shall be construed, enforced and governed by the laws of the State of Arizona. Any lawsuit, arbitration, or any other proceeding brought to construe or enforce this Agreement shall be brought in the County of Maricopa.
- 26.** In the event of default or breach by any party, all remedies set forth in the above paragraphs are intended to be nonexclusive and any party may, in addition to said remedies, seek any additional remedies available either in law or in equity.
- 27.** CLIENT has been advised to consult with an attorney, and by signing this Agreement, CLIENT acknowledges that it has fully discussed all aspects of this Agreement with an attorney to the extent it wishes to do so. CLIENT

agrees that it has carefully read and fully understands all provisions of this Agreement and that it is voluntarily entering into this Agreement.

Ready to sign?

I, the undersigned, have authority to sign this agreement on behalf of the organization I represent, and expressly agree to all of the terms and conditions as represented in this agreement, and wish to enter into a services relationship with BMG. Individual projects shall fall under unique work orders for each project and shall be subject to the terms of this agreement, unless specified otherwise in writing on individual work orders.

I, Frank McPeek, agree to the terms of this agreement and I agree that my typed name below can be used as a digital representation of my signature to that fact.

Frank D. McPeek, President

SIGNED BY
Frank McPeek

SIGNED ON
Date Signed: 23 Aug 2021

Time Signed: 14:46

IP ADDRESS FROM SIGNATURE LOCATION
68.3.91.161



SIGNED WITH BETTERPROPOSALS.COM

Build and send beautiful sales documents in minutes to help your business close more deals and get paid faster.

I, Jamie Hein, agree to the terms of this agreement and I agree that my typed name below can be used as a digital representation of my signature to that fact.

Jamie L Hein

SIGNED BY

Jamie Hein

SIGNED ON

Date Signed: 25 Aug 2021

Time Signed: 09:29

IP ADDRESS FROM SIGNATURE LOCATION

184.184.149.122

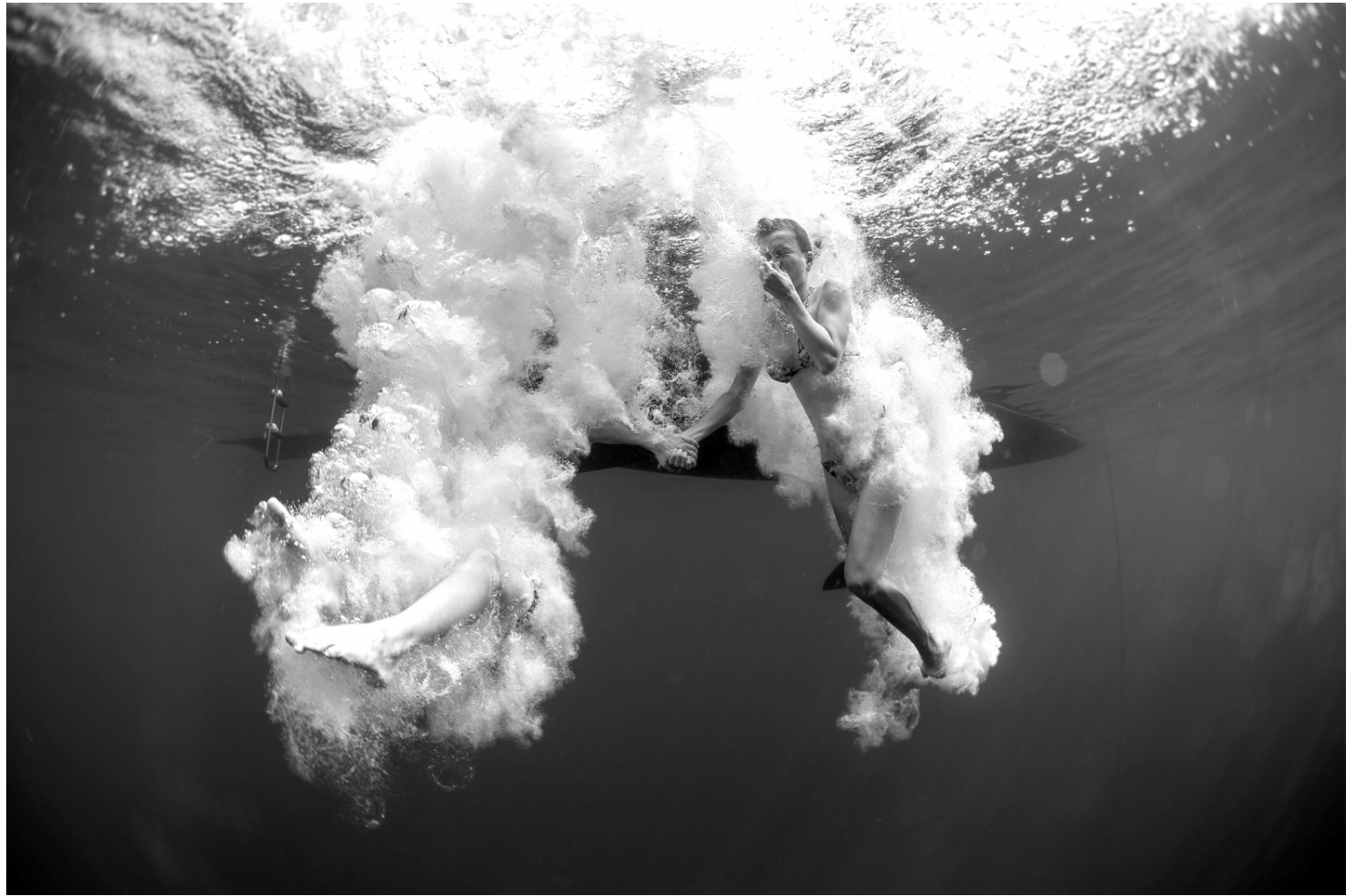


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THANK YOU

Big Marlin Group (BMG) would like to thank you for the opportunity to partner with ORPHEUS MALE CHORUS OF PHOENIX. We are eager to show you our results-focused strategies and creative solutions to ensure we beat your expectations!



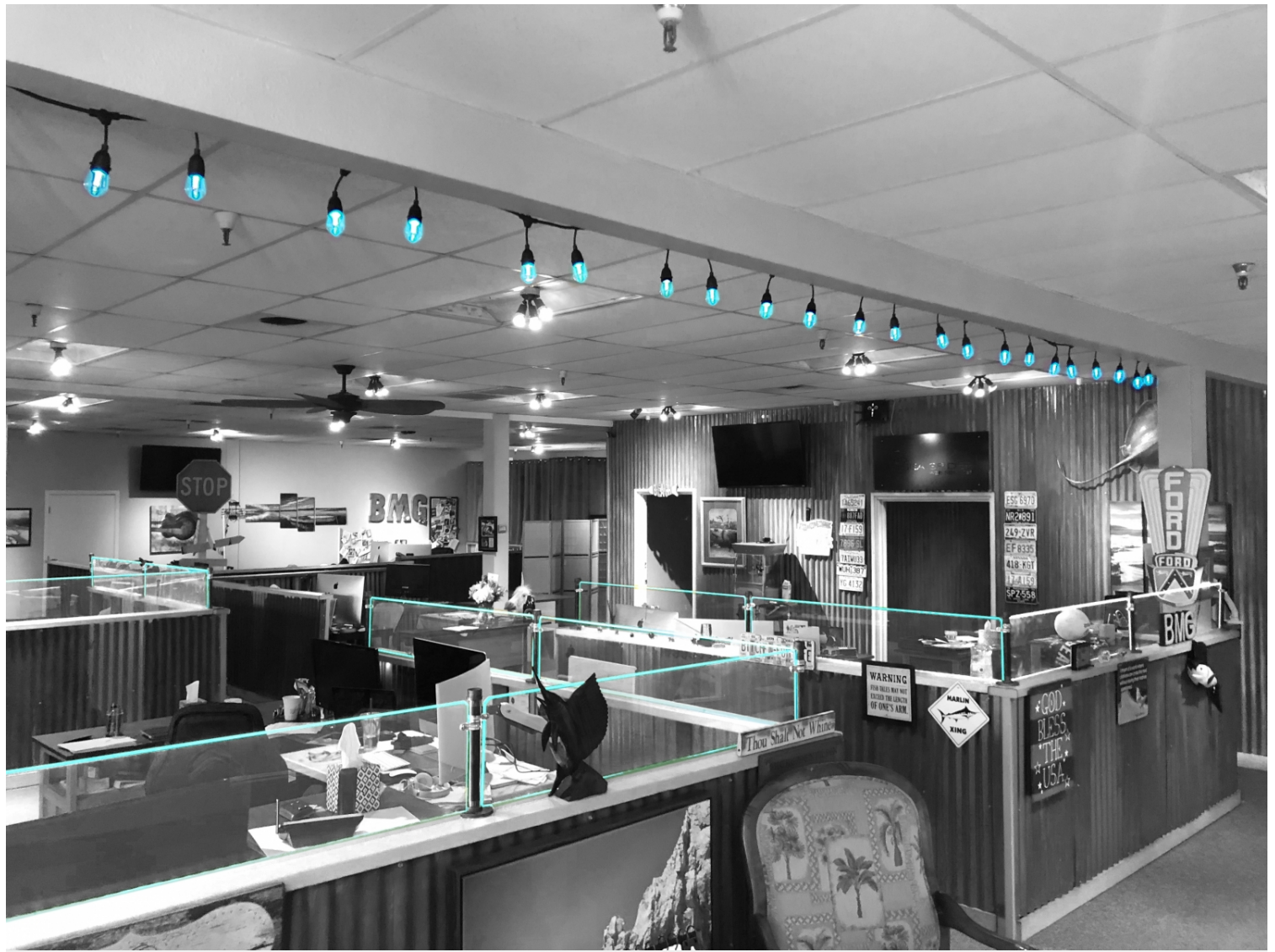
BIG MARLIN GROUP

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