



REACH CYBER CHARTER SCHOOL

Marketing and Advertising Services Agreement

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into this 4th day of **April 2023** (the "Effective Date"), by and between **Reach Cyber Charter School** having its principal location at 750 E Park Dr #204, Harrisburg, PA 17111.

Reach Cyber Charter School (hereinafter "Client") and Crane Communications, Inc (hereinafter "Agency"), having its principal place of business at 6 Bass Court, Ocean City, NJ. Client and Agency sometimes hereinafter referenced individually as a "Party" and collectively as the "Parties." The Parties hereby agree as follows:

1. **Service.** Client hereby retains Agency as the Agency of Record to perform Marketing and Advertising Services, including but not limited to media procurement and creative development and production (hereinafter "Service").

Crane Management Services Include:

- Dedicated account management team (supervisory and administrative) will oversee the planning and execution of all projects and deliverables, which can include Media Direction, Media Buying, Creative Direction, Creative Production

2. **Compensation and Expenses.**

- a. All media placement investments made on behalf of Client will be subject to industry standard 15% agency commission. Client shall pay all invoices to agency within thirty (30) days of its receipt of an invoice. All expenses for reimbursement are subject to Client's prior approval. Agency shall invoice Client for all fees and reimbursable expenses due hereunder.
- b. All creative will be billed by project or by hour as by project or per hour as required and with client's pre-approval.
- c. Fees include all meetings and local travel as well as typical administrative expenses.
- d. Taxes. Client shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer and other taxes, however designated, which are levied or imposed by reason of the transaction contemplated hereunder; excluding, however, income taxes on income which may be levied against Agency and employment and related taxes pertaining to the employees. All taxes for which Client is liable shall be specifically stated and billed to Client by Agency and Agency shall itemize the components on the invoices. All such taxes shall be collected and remitted to the appropriate state by Agency. Agency shall have sole responsibility for the timely payment of all applicable state and local sales and use taxes with respect to all Client purchases under this Agreement.

3. Property Rights.

- a. **Work Product.** Agency acknowledges and agrees that the Services performed hereunder, and all materials, products, reports, documentation, deliverables, and inventions developed or prepared for Client by Agency in performance of the Services (the "Work Product") are confidential information (as defined herein) and the property of Client. All rights, title, and interests in and to the Work Product shall vest in Client and shall be deemed to be a work made for hire.
- b. **Agency Tools.** Notwithstanding the foregoing, Agency reserves all rights in and to the tools, utilities, experience, standards and proprietary materials developed by Agency prior to or independent of the Services hereunder and utilized to provide the Services (collectively, "Agency Tools"). Work Product shall not include any software licensed by Agency from any third party.

4. Subcontractors.

- a. Agency may use subcontractors or agents to perform its obligations hereunder provided that Agency remains liable for any acts or omissions of such subcontractors or agents thereunder.

5. Confidentiality.

- a. Agency agrees to hold in strict confidence and not to use or disclose any and all information regarding Client business, including information regarding business methods, marketing strategy, customers, data, technical information, trade secrets or any other information including but not limited to information that is not defined as a trade secret by law, obtained during Agency's engagement by Client (all such information, the "Confidential Information"), except upon the prior written consent of Client, which consent shall be within Client's sole discretion. Agency agrees that any and all Confidential Information is and shall remain the proprietary and confidential information and property of Client. Agency agrees to use the degree of care necessary to maintain and protect any and all Confidential Information as confidential, and in no event less than reasonable care, and not to disclose or allow the disclosure of any Confidential Information to any person or entity other than its employees or agents that have a need to know such information to perform the Services hereunder.

6. Termination.

- a. This agreement commences April 4, 2023, and will renew annually until cancelled by either party.
- b. Either Party may terminate this Agreement due to material breach by the other Party with seven (7) days prior written notice to the breaching Party and right to cure during notice period (upon the third occurrence of breach during Term, there shall be no right to cure).
- c. Notwithstanding anything in this Agreement to the contrary, either Party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other Party and Client shall have no further obligations whatsoever under this Agreement except for the payment for contracts made and/or services rendered as of the termination date.

7. Independent Contractor Status.

- a. The Parties agree that Agency is an independent contractor and not an employee, agent or representative of Client and the Client will not incur any liability as a result of Agency's actions except as expressly provided in this Agreement. Client shall not withhold any funds from Agency for tax or other governmental purposes, and Agency shall be

responsible for the payment of same. Neither Agency nor its employees, agents or representatives shall be entitled to receive any employment benefits offered to employees of Client, including workers' compensation insurance coverage.

8. Compliance with Laws.

- a. Agency agrees that in performing the Services under this Agreement, it will comply with all applicable laws and regulations.

9. Indemnification.

- a. Agency and Client mutually indemnify and hold harmless, its officers, directors' employees and affiliated companies from and against all liability, loss, damage, expense, for actions and claims arising out of or in connection with this Agreement.

10. Warranties.

- a. Agency represents to Client that (i) all services performed pursuant to this Agreement will be performed by qualified personnel in a professional manner in accordance with the highest industry standards and (ii) that Client will receive good, valid and enforceable title to all Work Product delivered by Agency under this Agreement, free and clear of all claims and liens of any kind.

11. Entire Agreement.

- a. This agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

12. Right-to-Know Law

- a. The Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement and all contracts with outside vendors on behalf of Client are subject to the RTKL.
- b. Agency will provide any contracts requested by Client pursuant to a RTKL request, except any information or contracts that are exempt from disclosure pursuant to the RTKL.

13. Governing Law and Venue

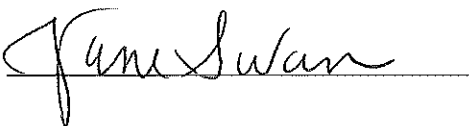
- a. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and, in the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction in Dauphin County, Pennsylvania.

IN WITNESS OF, the Parties hereto have signed this Agreement by their duly authorized representatives as of the date first written above.

Reach Cyber Charter School

Crane Communications, Inc

By: _____



By: _____

Jane Swan

Karen M. Crane

Title: CEO

Title: President/CEO

Date: *April 6, 2023*

Date: 4/4/2023