

## **WORK ORDER**

This Work Order (this "**Work Order**") is signed as of the signature date(s) below and made effective as of December 29, 2021 (the "**Effective Date**") by and between **Client** with offices at 4545 Creek Road, Cincinnati, Ohio 45242, US ("**Buyer**") and **Supplier1** with offices at 360 Springfield Avenue, Summit, New Jersey 07901, US ("**Supplier**"). Any capitalized term used in this Work Order but not defined herein has the meaning attributed thereto in the Master Agreement.

WHEREAS, Client, Inc. (" **JJSI**") and Supplier entered into a Master Services Agreement effective as of June 1, 2017 (the "**Master Agreement**") with eMC Contract Number C2017009048 and ICD Reference Number 1057868;

WHEREAS, Buyer is an affiliate of JJSI and;

WHEREAS, Buyer and Supplier are entering into this Work Order in accordance with the Master Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Supplier shall provide to Buyer the Services and deliverables for the fees set forth in Exhibit 1 attached hereto.
2. This Work Order shall commence on the Effective Date and shall terminate upon completion of the Services but no later than December 17, 2022, unless sooner terminated as provided in the Master Agreement.
3. All provisions of the Master Agreement, to the extent not expressly modified herein, are hereby incorporated into the provisions of this Work Order by this reference as if set out in full herein. All references to Master Agreement shall include all amendments, past and future, to the Master Agreement unless such amendment explicitly provides otherwise.

IN WITNESS WHEREOF, the parties have caused this Work Order to be executed by their duly authorized representatives.

**Client**

**Supplier1**

### **Exhibit 1 to Work Order**

Supplier will provide the following Services and deliverables:

1. **Services and Deliverables:** Supplier shall provide to Buyer the Services as set forth in Appendix A attached hereto.
2. **Supplier's Personnel:**
  - a. **Authorized Personnel.** The following personnel of Supplier are authorized to provide Services on behalf of Supplier:

<u>Name</u>	<u>Title</u>	<u>Key Personnel (Y/N)</u>	<u>Home Country</u>	<u>Location of Services</u>
Lindsay Stenberg	Group Account Supervisor	Y	US	US

- b. **Personnel Qualifications.** Supplier personnel providing the Services shall at least meet the following qualifications: None
3. **Supplier Contact Information:**

Buyer Contact Information:

- 4. **Acceptance:** Buyer shall have the right to review and, if applicable, test each deliverable for the functional requirements or acceptance criteria specified for such deliverable. Supplier shall promptly cure, in a manner agreed upon by Buyer, any deficiencies to which Supplier has been made aware, and after completing any such cure, Supplier shall resubmit the deliverable for review and, if applicable, testing. Any applicable warranty period shall only commence after acceptance by Buyer.

5. **Supplier Materials:**

Pursuant to Section 5.7 of the Master Agreement, the following Supplier Materials are incorporated into Buyer Materials: None

6. **Pricing:**

**Fixed Fee:** The total fee Supplier shall charge for Services provided under this Work Order including all expenses except for travel and/or out-of-pocket expenses as stated in the Travel & Other Expenses section below is **\$163,535.00** which shall be invoiced by Supplier upon completion, delivery, and acceptance by Buyer of Services as below and as described in detail under Appendix A



**Price Summary:**

<u>Deliverable/Milestone</u>	<u>Percent of Total</u>	<u>Fee</u>
Project Initiation	40%	\$65,414.00
Client Review of Layout	30%	\$49,060.50
CR Submission	30%	\$49,060.50
<b>TOTAL</b>	<b>100%</b>	<b>\$163,535.00</b>

**Travel & Other Expenses:**

For any allowable travel expenses that are billable to Buyer, Supplier shall comply with Buyer's travel policy and utilize Buyer Travel Services for all travel arrangements. Contact information for Buyer's Travel Services should be obtained from, and any other questions about Buyer's travel policy should be directed to, Supplier's point of contact for Buyer for the work hereunder.

Any reasonable and customary travel and out-of-pocket expenses will be charged at cost (after Supplier deducts all discounts and rebates it receives); provided, however, Supplier shall (a) receive Buyer's consent prior to incurring any such expenses, (b) incur all such expenses in accordance with Buyer's travel and expense policy, and (c) in no event exceed \$0.00 for travel and for out-of-pocket expenses. Receipts for travel and out-of-pocket expenses in excess of \$25 should be retained and must be produced if requested by Buyer. Supplier shall not bill for travel time without prior approval from Buyer.



## **Appendix A**

### **1. Services and Deliverables:**

The scope of work supports the efforts of the SURGIFLO US Marketing Team to refresh the existing SURGIFLO creative campaign.

#### **Deliverables**

##### *Creative Campaign Development (1)*

- Refinement and alignment on one (1) creative brief
- Conceptualization and development of the preliminary taglines/messages
- Campaign creative brainstorming sessions and presentations of concepts inclusive of creative options, headlines, and taglines
- Campaign concept and message deliverables will be provided for Market Research stimuli purposes only (in the form of PDF), it will not be fully referenced and will not go through Copy Review process; asset provided will be in the form of a journal ad
- Scope assumes:
  - For the initial review, Supplier will provide up to twelve (12) SURGIFLO concepts for Marketing to review
  - Marketing will choose up to six (6) concepts for further exploration and/or refinement by Supplier
  - For the second round of review, Supplier will provide six (6) updated concepts from the initial review for Marketing to review and select up to four (4) concepts for Market Research
  - Includes one round of minor adjustments based on Market Research review/input
- Following completion of Market Research, final deliverable will be one (1) concept as a Journal Ad for CR submission

##### *Quant Market Research Participation*

- Scope includes participation in up to four (4) meetings with Market Research vendor to align on quant survey and discuss the summary report
- Marketing will be responsible for contracting Market Research vendor
- Should additional support be needed to generate the survey, such as generate new content or questions, a change of scope will be required

##### *Campaign Deliverables*

- Banner Ads - GYN, Neuro, Ortho (1 banner per specialty, 3 banners total)
  - Maximize awareness of SURGIFLO with widespread programmatic banner ads and/or paid conference sponsorship opportunities
  - Selected creative scoped above will be leveraged as the creative design for the banner ad series



- » The banner ads will be designed and animated for HTML5 banner ads for programmatic dissemination through aligned-upon partners
  - » Custom messaging by journey segment and minor creative differentiation (such as icons) will be pulled through into specialty banner ad designs
  - » Final deliverable will be 3 dynamic banners (1 for each specialty), 1 static banner for backup, 3 custom sizes for each (typically 300x250, 728x90, and 160x600)
  - » Scope does not include media buy placement
- Customer Journey Email Series - GYN, Neuro, Ortho (5 emails per specialty, 15 emails total)
  - » Selected creative scoped above will be leveraged as the creative design for the email series
  - » Emails will maintain existing messaging with minor edits to refresh content
  - » Emails will be designed to facilitate a customer journey, i.e. when a recipient opens an email, it will trigger the next communication to be sent in 24-48 hours to capitalize on the window of interest
  - » All emails will include CTA to SURGIFLO webpage
  - » Final deliverable will be five (5) HTML developed emails per specialty, fifteen (15) emails total for one media vendor. Should additional layouts be required for multiple vendors, a change in scope will be required
  - » Scope does not include media buy placement or deployment
- Core Sales Aid Update (1)
  - » Supplier will update the existing SURGIFLO Sales Aid to incorporate the selected creative campaign
  - » Updates will include incorporation of new cover that aligns to final market research concept as well as creative elements pulled throughout the layout
  - » The Sales Aid will maintain existing messaging with minor edits to refresh content
  - » Final deliverable will be provided as a PDF for digital use and print-ready layouts
- SURGIFLO & Spine Specialty Webpage Updates
  - » Supplier will partner with Marketing and Client to assist in incorporating minor updates to the SURGIFLO and Spine webpages to feature the new selected creative campaign
  - » Both webpages will maintain existing messaging with minor edits to refresh content
  - » Assumes webpages will be designed using the most recent product page template provided by Client
  - » Webpages may include updated linked assets accordingly; scope does not include creation of new SURGIFLO or Spine specialty assets

*Project Oversight and Launch/Deployment Coordination*

- Overall campaign partnership and oversight for strategic execution, including:
  - » Coordination of all weekly Marketing status meetings
  - » Attendance/Participation in all other meetings including, but not limited to, Client Team, Market Research vendor, and CMI
  - » Management of all appropriate handoffs to required specifications of both all content to



beutilized by CMI

- » All Copy Review and Approval submissions
- » Development and testing the webpage, all emails and banners in HTML for final handoff to CMI
- » Test blast coordination and QC of CMI test deployments
- » Coordination of all assets submissions to Client Team

### **Assumptions**

- Includes incorporation of Marketing and Copy Review (CR) feedback as follows:
  - » One (1) round of Marketing feedback into manuscript (or PDF markups)
  - » Two (2) rounds of Marketing feedback into layout prior to CR Submission, if required
  - » One (1) round of Copy Review feedback into each asset, as necessary
- Should amount of assets increase from what is outlined above, a change of scope will be required
- This scope does not include fees associated with a video shoot; should client wish to obtain new product video footage, a change of scope will be required
- This scope does not include fees associated with product 3D animation; should any changes be made to existing animation (video or still imagery), a change of scope will be required
- Any significant changes to content and/or graphics after client approval will require a change in scope
- Any additional rounds of Marketing and/or Copy Review comments beyond what is outlined will require a change in scope



## ESTIMATE

SURGIFLO Campaign Refresh & AssetUpdate	Rate	Hours	Subtotal
<i>Creative Campaign Development (1)</i>			
Strategic Consulting	\$210.00	20	\$4,200.00
Senior Account Management	\$181.25	36	\$6,525.00
Project Management	\$120.00	15	\$1,800.00
Medical Writing	\$157.50	40	\$6,300.00
Creative Direction	\$175.00	36	\$6,300.00
Graphic Design	\$142.50	34	\$4,845.00
			<b>\$29,970.00</b>
<i>Quant Market Research Participation</i>			
Senior Account Management	\$181.25	4	\$725.00
			<b>\$725.00</b>
<i>Banner Ads (3)</i>			
Senior Account Management	\$181.25	4	\$725.00
Project Management	\$120.00	15	\$1,800.00
Medical Writing	\$157.50	15	\$2,362.50
Medical Editing	\$142.50	7	\$997.50
Creative Direction	\$175.00	12	\$2,100.00
Graphic Design	\$142.50	25	\$3,562.50
Digital Strategy	\$145.00	18	\$2,610.00
Digital Development- Web Development	\$120.00	36	\$4,320.00
Digital Development- Testing	\$106.25	18	\$1,912.50
			<b>\$20,390.00</b>
<i>Customer Journey Emails (15)</i>			
Senior Account Management	\$181.25	8	\$1,450.00



Project Management	\$120.00	140	\$16,800.00
Medical Writing	\$157.50	65	\$10,237.50
Medical Editing	\$142.50	38	\$5,415.00
Graphic Design	\$142.50	65	\$9,262.50
Digital Strategy	\$145.00	80	\$11,600.00
Digital Development- Web Development	\$120.00	120	\$14,400.00
Digital Development- Testing	\$106.25	60	\$6,375.00
			<b>\$75,540.00</b>
<i>Core Sales Aid Update (1)</i>			
Senior Account Management	\$181.25	4	\$725.00
Project Management	\$120.00	15	\$1,800.00
Medical Writing	\$157.50	16	\$2,520.00
Medical Editing	\$142.50	8	\$1,140.00
Creative Direction	\$175.00	5	\$875.00
Graphic Design	\$142.50	25	\$3,562.50
			<b>\$10,622.50</b>
<i>Webpages Update (2)</i>			
Senior Account Management	\$181.25	8	\$1,450.00
Project Management	\$120.00	25	\$3,000.00
Medical Writing	\$157.50	16	\$2,520.00
Medical Editing	\$142.50	8	\$1,140.00
Graphic Design	\$142.50	31	\$4,417.50
Digital Strategy	\$145.00	10	\$1,450.00
Digital Development- Programming Strategy	\$160.00	28	\$4,480.00
			<b>\$18,457.50</b>
<i>Project Oversight + Launch/Deployment Coordination</i>			
Senior Account Management	\$181.25	24	\$4,350.00
Digital Strategy	\$145.00	24	\$3,480.00
			<b>\$7,830.00</b>

**Total    \$163,535.00**





# eSignature Request between Client and Supplier INC

Final Audit Report

"eSignature Request between Client and Supplier INC" History

Agreement completed.