

# STATEMENT OF WORK

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## TERMS & CONDITIONS

This Statement of Work ("SOW") is executed as an extension of the Master Service Agreement ("MSA") between fishbat Media, LLC ("Consultant") and Allied Physicians Group and Adjuvant.Health ("Client"). By signing below, both parties acknowledge and agree to the terms, scope, and conditions outlined in this SOW.

In the event of any conflict or inconsistency between the terms of the MSA and this SOW, the terms of this SOW shall govern concerning the specific services and obligations described herein. The Consultant agrees to provide the services listed in this SOW. Any additional services outside the agreed scope shall require a separate agreement and may be subject to additional fees.

### Timeline & Termination

This SOW is effective as of January 1, 2025, and will remain in effect for 12 months, unless terminated as outlined in the agreement. Automatic renewal applies unless either party provides written notice 90 days prior to termination.

### Edits & Revisions

The Client is entitled to 2 rounds of edits. Any additional edits beyond this allowance will be billed at an hourly rate of \$210 per hour.

### Software & Tools

The Consultant will provide access to the following specified software licenses. Any additional licenses required beyond the agreed scope will be billed separately.

- Asana Project Management Board
- Metrics Reporting Software

### Exclusions

The Client acknowledges that certain hard costs, including but not limited to stock imagery, video production, and third-party software costs, are not included in this agreement unless otherwise specified.

### Payment Terms

Monthly service fees from January 1, 2025- February 28, 2025 were \$16,817 payable on the first of each month. The service fees from March 1, 2025 to December 31, 2025 are \$12,858, payable on the 1st of each month. All advertising costs will be paid directly by the Client but will not exceed \$133,710 annually, and will inclusive of the 15% management fee. The breakdown between Pediatrics and Recruiting is included in the below SOW details.

Allied Physicians Group - Pediatrics & Allergy	Monthly	Annual
<b>SEO</b>	<b>\$8500</b>	<b>\$52,000</b>
Project Management	Jan & Feb	
Link Generation		
Keyword/Phrase Monitoring and Adjustments	<b>\$3500</b>	
Monitor Onsite Optimization	March - Dec	
Content Placement		
Monthly Metrics Report/Analysis		
Monthly Site Audit		
<b>Digital Advertising</b>	<b>\$7,667</b>	<b>\$92,000</b>
Account Manager		
Project Management		
Strategic Support / Creative Direction		
Metrics & Reporting		
Content Marketing - 1 Blog per Month		
Location Specific Campaigns (30)		
Expand educational content to include videos/motion graphics with VO's - run as paid media on meta.		
Seasonal time-sensitive short-flight digital/social ads (4x a year)		
Refresh all current campaign creative and include video assets		
Activate YouTube Ads		
<b>Total Services</b>	\$12,000	\$144,000
<b>Paid Advertising/Media Budget</b> <i>Inclusive of Ad Management Fee</i>	\$11,917	\$143,000
<b>Monthly Total</b>	<b>\$23,917</b>	<b>\$287,000</b>

Allied Physicians Group - Recruiting	Monthly	Annual
<b>Advertising for Recruiting</b>	<b>\$858</b>	<b>\$10,290</b>
Account Manager		
Project Management		
Strategic Support / Creative Direction		
Metrics & Reporting		
Pediatrician social proof live action videos - Why I love working with Allied"		
Infographic style Motion Graphic videos for LI ad		
Remarketing Ads		
<b>Total Services</b>	\$858	\$10,290
<b>Paid Advertising/Media Budget</b> <i>Inclusive of Ad Management Fee</i>	\$1,226	\$14,710
<b>Monthly Total</b>	<b>\$2,083</b>	<b>\$25,000</b>

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date written below.

Clay Darrohn  
fishbat Media LLC

Dr. Kerry Fierstein  
Allied Physicians Group

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_