

Section B – SCOPE OF WORK
FOR
INTERMEDIARY AND BRANDING SERVICES AND EVENTS
MANAGEMENT SERVICES

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1. Scope of the Agreement

ExxonMobil Exploration and Production Romania Limited (EMEPRL or Company) intends to sign an Agreement with an agency for Intermediary and branding services and events management services based to support EMEPRL's specific needs. The Agreement will be signed for a period of 3 years or until the allocated budget will reach its maximum level.

The scope of this Agreement is to provide high quality services by an agency ready to tackle the company's marketing and branding demands, on as-needed basis.

2. Services and volume of the Contract

In order to promote and inform about its activities, to publicize them, to provide suitable public information to third parties, to collect information and feedback from public and comply with organization requirements, the Company produces different types of products, such as but without limited to: brochures/publications, promotional materials, paper-based and interactive web-based materials bearing Company's visual identity and organize different events.

3. Requirements for Intermediary and branding services

Main categories of services and exemplificative tasks that may be required during the Agreement, including a high level description are presented below.

3.1. Graphic design services

The Contractor shall support Company in the development and production of visuals for its online and offline communication products in accordance with Company's guidelines that will be provided to the Contractor after Agreement signing/execution. The range of services includes, without being limited to:

- i.** Creating complex visuals (charts, maps, infographics, illustrations)
- ii.** Designing new, original products not based on existing templates
- iii.** Creating drawings, paintings or three-dimensional objects
- iv.** Designing icons and illustrations

The Contractor shall be responsible for the creative process from the initial concept to final delivery of the communication product. Final illustrations and renders, master files or raw files should be delivered in their native formats.

3.2. Layout services

The Contractor will layout provided documents into professional communication products compliant with the Company's guidelines.

The Contractor will receive from Company documents (usually in MS Word, Excel, PowerPoint, Publisher etc.) with images, data sets, photos etc. in order to layout them into professional communication products, ready to be printed and delivered electronically. The Contractor will apply ready-made templates, designs, colors and fonts compliant with the Company's guidelines to:

- i. Insert or replace text in a ready-made or designed template in line with predefined heading styles, ToC numbering etc.
- ii. Create text boxes, pull-out quotes, footnotes, tables etc.
- iii. Replace images in ready-made designs and templates, creatively search for imagery or select photos from the Company database or other online stock photo databases.
- iv. prepare/adapt a publication for print and digital formats by checking technical specifications and preparing files to guarantee top quality of the final product

The above list is indicative and not exhaustive, therefore more complex layout services may be required from the contractor.

3.3. Digital printing and copying services

The Contractor shall be able to provide the Company with simple digital printing services, copying services and finishing services for materials such as, but not limited to:

- i. Reports/summary reports
- ii. Lectures and presentation materials
- iii. Business Cards
- iv. Envelopes
- v. Newsletters, advertorials, factsheets

The above list has been provided by way of example and is not exhaustive.

The Contractor shall provide digital printing and copying services for printed materials in black and white or color. The digital printing and copying shall be made in “short runs” and the Contractor shall be able to meet the Company’s requests for general printing/copying services on demand without any setup time.

All print materials must meet the quality standards that will be specified in the Work Order, which include, but are not limited to, color and font matching, clear and legible proofs.

The Contractor shall provide finishing services, such as binding and collating, drilling, cutting and folding.

3.4. Production of promotional materials services

The Contractor shall be able to provide the Company with a wide range of customized premium promotional materials, including products acquisitions and simple printing services of Logo, slogan and pictures, finishing and delivery services for materials such as, but not limited to, the following:

- i. promotional materials for clients/partners/suppliers
- ii. promotional materials for events
- iii. promotional materials: depending on the company needs

The Contractor shall have available catalogues of materials that it is able to provide, including prices and delivery time.

The Contractor shall possess the ability to digitally edit files for maximum quality and resolution and shall be able to provide simple printing facilities, like digital or silk screen printing and copying services for customizing the requested materials.

All work will be based on the directions and instructions provided by the Company’s responsible person. All produced items and materials must meet the quality standards which include - but are not limited to - color, finishing, the exact amount and clear and legible prints.

3.5. Professional video/photo production and editing services

The Contractor shall support Company in production videos and/or animation motion graphics.

The range of services may include, without being limited to:

- i. Video concept consultancy & scriptwriting, storyboard services
- ii. Use agreed-upon scripts or guidelines
- iii. Scheduling and logistical planning of shooting and editing
- iv. Production of ad-hoc videos

- v. On or off premises video recording of major events organized by the Company
- vi. Animation videos of a promotional and/or explanatory nature
- vii. Production of short video animations to be used in the opening/ending of other videos or on advertising displays
- viii. Provision of the relevant audio covers needed for producing the video
- ix. Deliver the final file in the agreed format

3.6. Creative consultancy services

The Contractor shall be capable of providing creative consultancy services, including, but without being limited to the following:

- i. Developing creative concepts based on a summary provided by Company. Each assignment may relate to a specific campaign, project, event and/or audience
- ii. Understanding and documenting the audience reference points and values
- iii. Developing core messages and manifestos
- iv. Developing assignment specific branding and creative concepts within the parameters of Company's brand guidelines.

3.7. Data-driven digital marketing strategy

The Contractor shall support Company in establish marketing research- The range of services may include, without being limited to:

- i. Conducting marketing research
- ii. Determining and selecting the right tools and marketing channels for the Company
- iii. Outline marketing strategy

4. Requirements for Events management services

The Contractor shall be in charge of providing a wide range of services and associated products related to the organization of events on behalf of the Company.

The events can take a variety of forms, which may include, but are not limited to, the following: press conferences, media briefings, media seminars, conferences, seminars, meetings, round-table discussions, presentations, public events, award ceremonies, any other public gatherings.

Events can be divided into two categories:

- i. Events organised by the Company – in association or not with external partners;
- ii. Participation of the Company in events organized by third parties.

The contractor must be able to arrange the services in line with the instructions received from Company.

The Contractor will assist Company in clarifying the basics of the event to be organized, such as, but not limited to objectives, target audience, duration, format, etc.

The Contractor will also identify all necessary organizational steps and establish a timeline for implementation. The Contractor will be responsible for coordinating all players who are needed for a successful event.

The conference venue or service provider for organizing the events may be required to be identified by the Contractor or can be indicated by the Company. It is required that the Contractor provides the requested services bearing in mind 'the best value for money' principle.

Events management services may include, without limitation, the following:

- i. reservation of meeting rooms,
- ii. provision of catering services,
- iii. logistics arrangements and entertainment
- iv. local technical support,
- v. guests' reception facilities,
- vi. ensuring availability of necessary technical equipment,
- vii. Photo and video services

Once the venue or service provider has been chosen, the Contractor should make the necessary arrangements for the hiring of the venue and all the technical equipment required for the event as well as internet connection and all streaming, video and photo facilities on request.

The contractor will also be responsible for the physical set-up of the rooms and decoration in line with the visual identity of the Company, the logistics and monitoring of service providers for the whole duration of the event. This includes cleaning and a special attention to security services.

Full time technical assistance may be required throughout the event.

The Contractor may be also required to:

- i. Identify and manage the list of participants. Draft, send and manage the invitations on behalf of the Company, including issuing reminders and dealing with all queries about any aspect of the event.
- ii. Handle registration using the appropriate registration system for each particular event and manage the list of attendance, distribution of badges, etc. during the event.
- iii. Assist the Company where necessary in defining and drafting the programme, publishing and printing it in the required format, translating and distributing it and also assist the Company in finding the best approach and target audience as well as the relevant speakers to match best the event's objectives.
- iv. Assist the Company in promoting the event, drafting the necessary messages and content and delivering them via the necessary media channels, including social media. The Contractor will seek approval and validation from the Company for all aspects related to event promotion.
- v. Ensure adequate media coverage of the event by international, EU and local media including TV/radio, print, online and social media.
- vi. Help the Company identify any external contributors required and will liaise with them at any time regarding all aspects of the event.
- vii. Propose and design all graphic material for the events, including any event visual, leaflets, brochures, posters, postcards, roll-ups, banner, web publications and any other communication and promotional material such as conference kits for participants, information packs, etc. in accordance with the visual identity of the event and of the Company.
- viii. Prepare for each participant a badge and a kit compiled by the Contractor upon arrival at the event. The kit usually contains: a document case with pen and event folder with writing pad, the attendance list, the programme, practical information, speakers' bios, etc. It can also be made of different elements, depending on the type of event and the Company's specific needs. It shall be prepared in the language relevant to the event that will be specified accordingly.
- ix. Ensure catering services, which include booking and organising meals, coffee breaks, cocktails, working dinners/lunches, galas, etc. throughout the events for the appropriate number of people.

The catering services shall include also the necessary catering staff and equipment. The exact form of catering required, the quantities and the menus will be approved by the Company prior to the event.

- x. Handle all travel arrangements, including tickets booking and purchasing, modification, cancellation and dispatch of travel tickets of participants, contributors and external speakers. Transfer between airport/station/hotel/event venues may be necessary as well.
- xi. Identify appropriate accommodation facilities for participants. Accommodation facilities should ideally be located near the event venue unless it is not proven possible. The cost of transport and accommodation will be invoiced based on the real cost incurred.

5. Request for services

The authorized Company's staff will contact the contract manager at the side of the Contractor by sending an e-mail with a request for services, which will include a detailed description of the requested services, including associated quantities and quality requirements, as applicable. In addition, the request for services shall include the deadline for Contractor's response, which will be established based on the amount and complexity of services to be performed.

The Contractor will analyze the information indicated in the request for services and as soon as possible, but no later than the specified deadline, the Contractor must provide a cost estimate for all Company's requested services. If considered necessary, the Contractor can request additional information from Company's responsible person, however the specified deadline for providing the cost estimate must be observed. If due to objective reasons, the Contractor encounters any difficulties in satisfying the response deadline, shall notify the Company in due time about the proposed response deadline. Company shall communicate to the Contractor if the new deadline is acceptable or not or indicate an alternative deadline for Contractor's response.

Upon receiving the cost estimate for the requested services, the Company shall review the cost estimate for the requested services and may request additional information if required. Upon acceptance by Company of the cost estimate, a Work Order shall be submitted to Contractor. The Work Order will indicate all the requirements of the Company and the price for the services (consisting of costs + agency applicable fee).

6. Financial interest

While making the arrangements for the requested services on behalf of Company, the Contractor shall make every effort to protect Company's financial interest. In particular the Contractor will:

- a. Negotiate for Company the best terms and prices, make use of the special discounts whenever possible;
- b. Apply its own current agreements and discount prices with suppliers and other subcontractors;
- c. Optimize the use of Company's negotiated deals whenever possible;
- d. Propose any other steps to obtain best prices available and reduce costs;
- e. Make all efforts to minimize costs in case of last-minute changes.

7. Payment and invoicing

The contractor shall cover and pay to the identified third parties the costs for services requested by Company.

After the services performance, the Contractor will be responsible for providing the final summary of costs covered in line with the Work Order and for invoicing Company for the services performed and arranged in line with the Agreement and Work Order.

All supporting documents must be attached to the invoice in relation to the services covered – invoices of subcontractors with clear indication of the subcontractor's name, address, services/supplies delivered and amounts applicable. Company will not process the Contractor's invoices if the supporting documents are not attached or unclear, unless otherwise decided by Company and communicated in writing to the Contractor.

The Contractor shall issue separate original invoices for each specific Work Order after the delivery of services, in line the Agreement.

The invoice must clearly indicate the specific Work Order number, associated costs and the contractor's fee separately, including all the other elements specified in the Agreement. The invoice must be submitted together with the signed Work Order.

Payment due to the contractor shall be made by Company according to the provisions of the Agreement.

8. Cancellations

The cancellation policies for all Work Orders should be always indicated by the contractor before accepting the Work Order.

The Contractor must make all efforts to minimize any penalties to be incurred by Company in case of short notice cancellations.

In case of cancellation, Company will cover penalties to be incurred by the Contractor for each specific service. The Contractor must be able to supply the documents confirming the penalty amounts for each service separately.

Penalties attributable to the fault of the Contractor will not be considered for reimbursement by Company.

9. Project management

The overall management of the activities during the Agreement will be ensured by the Contractor. The Contractor should appoint / propose a suitable project team for the Agreement implementation. The Contractor shall nominate a project manager to have on his/her behalf overall responsibility for the execution of the Agreement. The Contractor will submit the curriculum vitae of the proposed project manager and the profiles of the other members of the team.

A description of the tasks, responsibilities and profiles of all members will be provided. Any change of the team personnel occurring once the Agreement has been signed shall be notified to the Company in writing. The Company shall agree to the proposed changes in writing following the review of the curriculum vitae of the new member to assess if it is in line with the Company's requirements.

The Project Manager will ensure that the work under the Agreement is executed according to the specifications and with respect to the contractual terms. The project manager will be responsible to ensure quality-check of all deliverables and to respect the project management and quality plans.

10. Estimated amount of work

Company's activity is very dynamic due the business environment in which it operates, and Company's needs are not predictable, therefore required services are to be performed on as-needed basis. At the moment of issuing this Scope of Work, the Company is not in a position to indicate and describe with accuracy all services and associated quantities that may be required during the Agreement duration.

Considering the described context for this contract, the Company establishes a maximum **budget for this Agreement with a value of RON 1,450,000.00 (VAT excluded)**.

11. Copyrights and Intellectual Property Rights

Compliance with copyright law and other intellectual property legislation is of utmost importance to EMEPRL. In providing the services, the Contractor must ensure compliance with applicable copyright provisions, other intellectual property legislation and the conditions in these Bidding Documents. In particular, the Contractor guarantees that he is the author and rights holder of all materials created by himself in the performance of the Agreement and that he transfers all these rights to EMEPRL. In case the contractor is not the author and rights holder, he will be asked to guarantee that he has obtained the rights for and transfer to EMEPRL all the rights relating to the results provided. EMEPRL may use the results with or without mentioning of the source and names of authors.

12. Requirements related to Quality assurance

The Contractor must assure continuous high performance throughout the Agreement period and apply quality control measures.

13. Requirements related to services Performance (Critical Success Factors)

Throughout the Agreement performance, the Contractor must demonstrate a client-oriented approach, for ensuring the success of all activities to be performed and is required to provide innovative and creative ideas and follow the latest developments in the field.

On an ongoing basis, the Company will monitor the Contractor's efficiency against the following:

- i. Flexibility and adaptability to the Company's needs and specific requirements;
- ii. Ability to think creatively and to proactively propose new approaches in line with the latest trends;
- iii. Attention to detail and quality of final deliverables;
- iv. Commitment to timely delivery at every stage of the co-operation with the Company;
- v. Ability to manage day-to-day working relationship with the Company;
- vi. Ability to work under tight deadlines and managing heavy workloads including conflicting priorities;

14. Information about Options

The Company reserves the right to modify the range of activities to be executed during the Agreement duration, based on the needs identified at the Company level, in direct relation to the Agreement scope.