MOFFITT CANCER CENTER

L. DAVID de la PARTE, ESQ.
EXECUTIVE VICE PRESIDENT/
GENERAL COUNSEL

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David.delaParte@Moffitt.org

December 23, 2020

Mr. Ron Pierce
RSA Consulting Group, LLC
235 W. Brandon Avenue, Suite 640
Brandon, FL 32301

Dear Ron:

This letter serves as the Government Relations Agreement ("Agreement") between RSA Consulting Group, LLC ("RSA") and the H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc. (the "Hospital"), effective January 1, 2021 through December 31, 2021, for the government relations lobbying services set forth below. Hospital and RSA are referred herein collectively as the "Parties" and individually as a "Party."

The Hospital shall pay RSA a flat fee of $25,000.00 in twelve (12) installments, payable as follows:

- $2,083.33 payable on January 15, 2021;
- $2,083.33 payable on February 15, 2021;
- $2,083.33 payable on March 15, 2021;
- $2,083.33 payable on April 15, 2021;
- $2,083.33 payable on May 15, 2021;
- $2,083.33 payable on June 15, 2021;
- $2,083.33 payable on July 15, 2021;
- $2,083.33 payable on August 15, 2021;
- $2,083.33 payable on September 15, 2021;
- $2,083.33 payable on October 15, 2021;
- $2,083.33 payable on November 15, 2021; and
- $2,083.37 payable on December 15, 2021.

The Hospital may terminate this Agreement at any time for any or no reason upon written notice to RSA. RSA may terminate this Agreement for any or no reason upon thirty (30) days written notice to Hospital. In the event this Agreement is terminated for any reason whatsoever, Hospital shall pay RSA only for pro-rata fees and expenses that are permissible under this Agreement and incurred prior to the effective date of such termination. If the amount Hospital has previously paid to RSA exceeds the amount that is actually earned through the termination date, RSA shall reimburse the balance to Hospital within sixty (60) days from the effective date of such termination. Notwithstanding anything herein to the contrary, the Parties shall have the right to mutually terminate this Agreement on such terms as may be agreed upon.

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This Agreement also confirms that all reasonable, out-of-pocket expenses incurred by RSA on behalf of the Hospital shall be reimbursed by the Hospital, subject to the presentation of appropriate documentation supporting such out-of-pocket expenses. Out-of-pocket expenses anticipated to exceed $500.00 per month, however, must receive prior approval of the Hospital.

In consideration of the above fee, RSA shall provide the following services:

- Advice and consultation in support of the 2021 Legislative Agenda of the H. Lee Moffitt Cancer Center and Research Institute, Inc. and its subsidiaries (collectively the "Center");
- Lobbying services before the Legislative and Executive Branch;
- Regularly scheduled meetings with The Honorable H. Lee Moffitt, Jamie Wilson, and Merritt Martin;
- Meetings to consult with other officers, employees, and Board members of the Center when reasonably requested; and
- Compliance with registration and compensation reporting as lobbyist for the Center with the Executive 112.321, Florida Statutes, and all other applicable legal requirements.

This Agreement requires that, as part of the consideration for the above-referenced fee, RSA shall not undertake representing any other clients on matters that may conflict with the Center's interests or with regard to the provision of services under this Agreement.

Further, RSA hereby agrees not to use any Confidential Information, as defined herein, received from the Center except in furtherance of RSA's services to the Center under this Agreement. RSA shall use its best efforts to safeguard Confidential Information against disclosure to others and not to disclose Confidential Information to others without the express written permission of the Center. RSA shall not be prevented from disclosing Confidential Information for which the Center has given RSA express written approval for release or to the extent required by law, rule, regulation, or bona fide legal process, provided that RSA takes all reasonable steps to restrict and maintain the confidentiality of such disclosure and provides prior written notice to the Center.

For purposes of this Agreement, "Confidential Information" means any and all information provided by or which will be provided or disclosed (whether or not purposely) by the Center to RSA, including, without limitation, trade secrets, strategic and financial information, organization information, and scientific information, in any form or format, including, without limitation, written or other tangible medium, graphic, oral, visual, digital, electronic and/or machine readable or other non-tangible medium; and all internal materials, data, results, reports and documents generated by or on behalf of RSA containing or regarding any of the foregoing. The Center's Confidential Information may further include the Confidential Information of its affiliates and business partners. Confidential Information does not include any portion of such information that is shown by competent evidence:

(a) was known to RSA, as evidenced by RSA's contemporaneous written or electronic records, before receipt thereof under this Agreement;

(b) is disclosed to RSA by a third person who has a right to make such disclosure; or

(c) is or becomes generally known to the public through no fault of RSA.

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It is hereby acknowledged that no State of Florida appropriated funds directed to the Center will be used to pay for any of the lobbying services or associated expenses under this Agreement.

Please note that it is RSA's responsibility to comply with applicable lobbyist registration and compensation reporting requirements for any lobbying services RSA performs for the Center. RSA shall forward a copy of their executed lobbyist registration papers and compensation reports to:

Merritt Martin
Public Affairs Director, Government Relations
H. Lee Moffitt Cancer Center and Research Institute, Inc.
12902 Magnolia Drive, MBC-GR
Tampa, FL 33612-9416

RSA shall also notify the Public Affairs Director, Government Relations of any inquiries or questions concerning RSA's lobbyist registrations and compensation reports.

Please indicate your acceptance of the above and foregoing by signing, dating, and returning one (1) original of this letter of Agreement to the attention of Ms. Merritt Martin at the address above.

Sincerely,

L. David de la Parte, Esq.
Executive Vice President/General Counsel

ACCEPTED and AGREED to this 31 day of December 2020.

Signature _____
Ron Pierce

cc: Jamie Wilson, DBA
Merritt Martin