

L. DAVID de la PARTE, ESQ.
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January 28, 2019

PinPoint Results, LLC
Attn: Marti Coley Eubanks
150 S. Monroe Street, Suite 303
Tallahassee, FL 32301

Dear Ms. Coley-Eubanks:

This letter serves as the Government Relations Agreement (“Agreement”) between PinPoint Results LLC (“PinPoint Results”) and the H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc. (the “Hospital”), effective January 1, 2019 through December 31, 2019, for the government relations lobbying services set forth below. Hospital and PinPoint Results are referred herein collectively as the “Parties” and individually as a “Party.”

The Hospital shall pay PinPoint Results a flat fee of \$25,000.00 in two (2) equal installments, payable as follows:

- \$12,500.00 payable on February 1, 2019; and
- \$12,500.00 payable on May 1, 2019;

The Hospital may terminate this Agreement at any time for any or no reason upon written notice to PinPoint Results. PinPoint Results 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 PinPoint Results 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 PinPoint Results exceeds the amount that is actually earned through the termination date, PinPoint Results 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.

This Agreement also confirms that all reasonable, out-of-pocket expenses incurred by PinPoint Results 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, PinPoint Results shall provide the following services:

- Advice and consultation in support of the 2019 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, PinPoint Results 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, PinPoint Results hereby agree not to use any Confidential Information, as defined herein, received from the Center except in furtherance of PinPoint Results’ services to the Center under this Agreement. PinPoint Results 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. PinPoint Results shall not be prevented from disclosing Confidential Information for which the Center has given PinPoint Results express written approval for release or to the extent required by law, rule, regulation, or bona fide legal process, provided that PinPoint Results 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 PinPoint Results, 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 PinPoint Results 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 PinPoint Results, as evidenced by PinPoint Results’ contemporaneous written or electronic records, before receipt thereof under this Agreement;
- (b) is disclosed to PinPoint Results 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 PinPoint Results.

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.

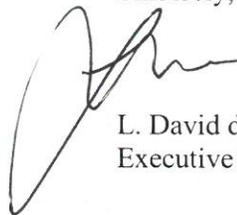
Please note that it is PinPoint Results' responsibility to comply with applicable lobbyist registration and compensation reporting requirements for any lobbying services PinPoint Results performs for the Center. PinPoint Results shall forward a copy of their executed lobbyist registration papers and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

PinPoint Results shall also notify the Public Affairs Director, Government Relations of any inquiries or questions concerning PinPoint Results' 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 31st day of JANUARY 2019.

Signature 
Marti Coley-Eubanks

cc: Jamie Wilson
Merritt Martin