



General Service Agreement

Vendors

V: 210411

This General Services Agreement (hereafter "Agreement") is by and between Reine Media, Inc. (hereafter "Organization") and the individual or organization providing services (hereafter "Contractor").

BACKGROUND

Organization is a social justice production and media publishing company. Contractor offers expertise and services that are being offered at terms specified in an electronic Project Agreement (hereafter "Project Agreement").

1. RECITALS

WHEREAS, Organization desires to retain Contractor for services; and

WHEREAS, Contractor is desirous of accepting the duties and responsibilities of providing the Services specified herein to Organization; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

2. TERM

The term of this Agreement shall be nine (9) months commencing on Date of Receipt of both a signed Project Agreement unless a different date is specified on said Project Agreement ("Term"). At the conclusion of the Term, termination notwithstanding, both parties may have the option to review and sign an extension or modified Agreement. This document shall supersede prior agreements both oral and written. The relevant terms and sections of the General Agreement, including sections eight and nine, shall survive the term of the Project Agreement. In the absence of an executed and current Project Agreement, this Agreement is considered valid upon execution.

3. SCOPE OF SERVICE

Contractor shall provide services and expertise as outlined in the Project Agreement.

Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, rules, and regulations, the Agreement shall be construed to operate in conformity with the requirements of such laws, codes, rules and regulations. The Parties agree that the



negotiation, commencement and performance of this Agreement is subject to substantial State, Federal, and local Regulation and warrants that it will, at all times, comply with all the applicable regulations.

Contractor will perform its Services on behalf of the Organization with respect to the above scope of services only. Any other matters must be the subject of a separate written agreement, or by addendum.

While it is understood that Contractor will attempt to provide a maximum level of success for this project, Contractor is unable to guarantee results. Organization acknowledges and understands that Contractor's past successes are not a guarantee of future results.

Organization acknowledges and understands that Contractor and its agents and / or employees are not acting as legal counsel to Organization and are not providing legal advice to Organization.

Agreements with other organizations the Contractor may be doing business with, those with similar or identical management teams, or vendor entities related to this Organization in any way do not transfer or imply additional relationships between the Contractor and this Organization other than that which is explicitly defined and executed in the General Agreement, a Project Agreement, or an additional signed and approved Addendum.

4. COMPENSATION

Organization agrees to pay Contractor based on monies and terms specified by Reine Media in one or more Project Agreements (hereafter "Compensation"). Basis for calculating Revenue when it impacts Compensation may include, but is not limited to, personal donor fundraising, client revenue for a particular project, sponsorship by entities or individuals of these initiatives, fundraising events, and micro/online donors. Specific terms of compensation will be outlined and defined in one or more executed Project Agreements. Compensation may be based on a number of factors outside of the control of the Organization and minimum compensation is not guaranteed nor implied.

Compensation may be impacted by one or more of the following: Failure to receive anticipated payments by a donor, sponsor, or client; increase in expenses directly associated with the project; adjustment of project scope. Unless otherwise specified in writing, all Compensation detailed in the Project Agreement is an estimate. Should Compensation differ from the estimate provided, Contractor will be notified and receipts and/or documentation will be provided to Contractor detailing the difference.



Both Organization and Contractor are responsible for their own out of pocket expenses associated with the project unless prior approval and agreements are reached regarding those costs.

Payments shall be made directly to the Contractor and made payable based on information provided to the Organization.

No additional Compensation is expressed or implied other than that which is specified in an executed Project Agreement.

5. CONFLICT OF INTEREST

Both parties agree that they will avoid activities, investments and other situations which may conflict with its duties as described herein. In executing this Agreement, both parties expressly agree that as of the date of this Agreement, neither party knowingly represents any client or party whose interest is currently adverse to the interest of the project.

Both parties further agree that if, during the term of this Agreement, it determines that a client or party represented has or may potentially have an interest adverse to the interest of the project, that party shall immediately disclose such conflict of interest to the other party.

Failures to remedy Conflicts of Interest as determined by Reine Media may result in immediate termination of any or all Project Agreements.

6. TERMINATION

Termination Without Cause: This Agreement may be terminated by either party, without cause, upon that party's providing fifteen (15) days notice to the other party ("Termination Period"). In the event of Termination Without Cause, unless otherwise stated in writing, all monies due to Contractor during the Termination Period based on services rendered will be paid to the Contractor.

Termination of Agreement By Mutual Agreement: In the event Organization and by Contractor shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

7. VIDEO RELEASE

As of the Effective Date, approval and permission for present and future use is being granted to the Organization to use picture and/or voice recordings of the Contractor and/or their representatives, subcontractors, employees, and/or colleagues (the "Recorded Party"). The undersigned is an adult and fully authorized to grant this Video Release.



The undersigned grants to the Organization, its agents, employees, licensees, and successors in interest (collectively, the "Release Party") all ownership rights and the absolute and irrevocable right and permission to copyright, use, and publish the recorded image, voice, and/or video (the "Recorded Material") of the Recorded Party that has been or is being obtained pursuant to this Video Release. It is further acknowledged that there will be no monetary compensation or entitlements now or in the future.

The Recorded Material may be copyrighted, used, and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including without limitation print publications, public broadcast, and electronic format) and for any lawful purpose, including without limitation trade exhibition, illustration, promotion, publicity, advertising, and electronic publication.

The undersigned represents and warrants that (1) no other party has been granted an exclusive license with respect to the Recorded Material, and (2) no other party's authorization or consent is required with respect to the permission granted to the Release Party under this Video Release.

The undersigned waives any right that they may have to inspect or approve the Released Party's use of the Recorded Material, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Recorded Material. The undersigned releases the Released Party (and all persons acting under its permission or authority) from any and all claims for libel, invasion of privacy, slander, infringement of copyright or right of publicity, or any other claim related to the Released Material. This release includes other claims relating to the Released Material (collectively "Claims").

This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Recorded Material.

8. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by Contractor shall be subject to the supervision of the Organization. In providing the services, by Contractor or its agents / employees providing Services shall not be acting and shall not be deemed as acting as officers, employees, or agents of the Organization.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar



administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

9. DISCLOSURE OF INFORMATION

During the term of this Agreement, employees, agents, servants and contractors of Contractor will be exposed to information which is confidential and proprietary to the Organization. This information includes, but is not limited to, trade secrets, proprietary information, intellectual property, data and contact management information, information about clients or their competitors, financial compensation models, personal or private information about brand/principal figures, meeting minutes or summaries, work product documentation, internal meetings or events, information about other contractors or employees, and exposure to entities with which Organization has contractual relationships. Contractor shall not, other than in the scope of services to be provided pursuant to this Agreement either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of the Organization, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the Organization which Contractor may have acquired in the course of, or as incident to, performance under the terms of this Agreement.

This Section shall not prohibit Contractor from disclosing any information pursuant to a court order in criminal, civil, or administrative proceedings. In recognition of the fact that the foregoing obligations shall survive the termination of this Agreement, Contractor agrees that upon termination of this Agreement, whether by expiration of the Agreement, or with or without cause, it will turn over to the Organization, upon request by the Organization, all records, documents and copies and transcriptions thereof relating to the Organization's business which are in possession of, or under the control of Contractor, or its employee, agent, servant or independent contractor, excluding those documents which are considered to be the work product of such individual, or copyrighted material.

The breach by either party or its employee, agent, servant or independent contractor, of any of the provisions of this Section shall: (i) constitute cause for the termination of this Agreement, notwithstanding any other term, provision, or definition contained in this Agreement; and (ii) entitle the damaged party to a permanent injunction or other injunctive relief in order to prevent or restrain any such breach by the other party or its employee, agent, servant, or contractor, or any and all persons or entities directly or indirectly acting on their behalf.

10. GOVERNING LAW

Organization has team members and projects in various locations, but is currently headquartered in Florida. Organization is not aware of any special rules for Contractor which would impact this agreement, but Organization will follow the laws of the governing state and



will take reasonable steps to ensure that both Contractor and Organization adhere to the laws and rules of any of the states or regulatory bodies we are operating within.

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. COMPLETE AGREEMENT

This Agreement and the Project Agreement(s) includes the entire Agreement between the Contractor and Organization. This Agreement can only be modified by another written and executed Agreement between the parties. The Agreement shall be binding upon both parties and their representative and successors in interest. By signing the Project Agreement, parties agree to the terms and conditions contained within.

in.

***** END OF GENERAL SERVICES AGMT *****