



## Terms and Conditions

### **Production Sponsors**

V: 210401

Welcome! We are so pleased that you have agreed to be a sponsor for Reine Media's content initiatives. Your support is invaluable to us and we want to ensure that your experience with Reine Media and our Partners is productive and positive. Enclosed are a few items that we want to share with you as we move forward.

By electronically signing your Proposal document ("Proposal") and doing business with our firm you are signifying your understanding and agreement to these terms and conditions.

This Production Sponsorship Agreement (hereafter "Agreement") is by and between Reine Media, Inc. (hereafter "Organization") and your Organization seeking media and marketing services (hereafter "Client").

#### BACKGROUND

Organization is a social justice production and marketing consulting company. Client is an organization seeking additional visibility and media or marketing services.

#### 1. RECITALS

WHEREAS, Organization desires to highlight the Client; and

WHEREAS, Client is desirous of accepting the visibility and resources specified herein from 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:

We are partnering with a number of entities to ensure as much success and visibility as possible for our content and for our issues. Those partners are likely to include production companies, entertainment distribution entities, public relations firms, political organizations, and additional private vendors.

For the purposes of this document, we are referring to all phases of this project simply as "Project" and referring to all outside vendors and organizations related to the Project as "Partners". This is for simplicity and does not reflect a legal partnership or joint venture with the entities included.



## 2. TERM

The term of this Agreement shall be twelve (12) months commencing on Date of Receipt of both a signed Proposal and Payment Deposit {{EffectiveDate}} (“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 Agreement, including sections eight and nine, shall survive the term of this Agreement.

## 3. SCOPE OF AGREEMENT

Client shall provide appropriate information about their organization, including but not limited to logo artwork, organization information for publication, and appropriate tax designation information to Organization for the purposes of publishing said information on one or more platforms or media outlets operated by Organization (the “Project”).

We are proud of the strength and diversity of our Sponsors and will be publishing materials including press releases, website materials, social posts, and general outreach that may include your likeness or name. You may be providing Reine Media (and by extension our Partners) with materials including photos, videos, logos, quotations about various topics, video clips, and appropriate biographical information and you understand that these materials may be used for the purposes of the visibility of the Project and related projects.

Client 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.

Organization will publicize the Client 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 Organization will attempt to provide a maximum level of success for this project, Organization is unable to guarantee results. Client acknowledges and understands that Organization’s past successes are not a guarantee of future results.

Organization may register one or more domains to be utilized for fundraising and awareness purposes. Domain(s) registered to raise awareness on behalf of the Client remain the property of the Organization and Client will not be responsible for the maintenance or registration of said domain(s).



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

Agreements with other organizations the Client 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 Client and this Organization other than that which is explicitly defined and executed in a different and unique signed agreement or an additional signed and approved Addendum.

Your particular sponsorship enables you to participate in the visibility opportunities outlined in your Proposal. We are bound by certain accounting and reporting regulations to other government bodies so necessary information about the Client may be provided to those regulatory agencies as required for compliance and reporting purposes.

If the nature of any of the visibility opportunities and services outlined in your Proposal must be changed for any reason, we will notify you in writing.

#### 4. PAYMENT FOR SERVICES

As the Client you are agreeing to pay Reine Media a nonrefundable amount in your Proposal in exchange for the services outlined in the Proposal. No additional relationship is established or implied with this agreement such as employer/employee, joint venture, partnership, investor, or shareholder. Reine Media and its Partners have no liability or responsibility to the Client beyond the scope of this 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.

#### 6. TERMINATION

Termination Without Cause: This Agreement may be terminated by either party, without cause, upon that party's providing fifteen (15) days written notice to the other party ("Termination Period").



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

In the event of any termination, regardless of cause, Organization shall cease the Project including all services and marketing activities on behalf of the Client immediately after the Termination Period. It is understood and agreed to by the Client that the Organization will not retroactively remove posted materials nor information posted by unrelated third parties upon termination unless otherwise agreed to in writing.

## 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 Client and/or their representatives, subcontractors, employees, board members, and/or colleagues (the "Recorded Party"). Client is an adult and fully authorized to grant this Video Release.

Client 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.

Client 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.

Client 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. Client 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 ENTITY

Client is an independent entity under this Agreement. In providing the services, by Organization or its agents / employees providing Services shall not be acting and shall not be deemed as acting as officers, employees, or agents of the Client. Additionally, Project services executed on behalf of the Client by the Organization does not indicate or imply any other entitlements, compensations, or ownership aside from those which may be expressly indicated in an executed Agreement.

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 Client.

## 9. DISCLOSURE OF INFORMATION

During the term of this Agreement, employees, agents, servants and contractors of Client may 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. Client 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 Client may have acquired in the course of, or as incident to, performance under the terms of this Agreement.

This Section shall not prohibit Client 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, Client 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 Client, 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 Hillsborough County, Florida. Organization is not aware of any special rules for Client which would impact this agreement, but Organization will follow the laws of the governing state and will take reasonable steps to ensure that both Client 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

These Terms and Conditions and the Proposal referenced herein includes the entire Agreement between the Client and Organization. This Agreement can only be modified by another written and signed Agreement between the parties. The Agreement shall be binding upon both parties and their representative and successors in interest. By signing the Proposal, parties agree to the terms and conditions contained within.

\*\*\*\*\* END OF TERMS AND CONDITIONS \*\*\*\*\*