

PRODUCTION SERVICES AGREEMENT

This Production Services Agreement is made and entered into between CLIENT and **ECODELOGICAL CORP**, a Florida corporation, whose mailing address is 37 N. Orange Ave. #542 Orlando, FL 32801 (“ECODELOGICAL”).

WITNESSETH:

WHEREAS, CLIENT desires to engage ECODELOGICAL as an independent contractor to perform the hereinafter described production services (“PROJECT”) and ECODELOGICAL desires to be so engaged.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. **SERVICES.** ECODELOGICAL shall perform the services and CLIENT shall provide certain elements to ECODELOGICAL to enable ECODELOGICAL to do so, all as described in Exhibit "A" attached hereto and made a part hereof (the "Services") for the PROJECT in accordance with the Budget attached hereto as Exhibit “B” and made a part hereof (the “Budget”). The scope of the Services and the Budget may be modified upon the mutual written agreement of the parties by revising Exhibit “A”, or Exhibit “B”, respectively, including by email expressly referencing this paragraph, which shall continue to be governed by the provisions of this Agreement.

2. **COMPENSATION / BUDGET EXPENDITURES.** ECODELOGICAL shall be paid for the Services in the amounts and at the times as set forth in the Budget (the “Compensation”).

3. **EXPENSES.** All expenses to be incurred by ECODELOGICAL for the provision of the Services are included within the Compensation.

4. **TERM.** The term of this Agreement shall commence upon execution of this Agreement, and all Services shall be completed by ECODELOGICAL in accordance with the schedule outlined in Exhibit “A”. This Agreement shall be effective from the date set forth on

the first order form to be executed by the parties (each, an "order Form"), and shall continue on a month to month basis.

5. OWNERSHIP OF PROJECT. Upon full payment of the Compensation to ECODELOGICAL, all right, title, and interest in and to all ideas, concepts or other tangible PROJECT produced by ECODELOGICAL pursuant to this Agreement (the "PROJECT") shall at all times be and remain vested with CLIENT. ECODELOGICAL shall deliver all originals and copies of the PROJECT (whether completed or in process) to CLIENT upon the earlier of the completion of the Services, or the termination of this Agreement. ECODELOGICAL, however, shall be entitled to retain a copy of the PROJECT for its own file and for its own promotion purposes. To the extent the PROJECT includes copyrightable or patentable works, such works shall be considered "works for hire" and CLIENT shall at all times be considered the author, creator, or inventor thereof and CLIENT shall have all rights therein including without limitation the rights to reproduce, distribute, transfer, or prepare derivative works from the PROJECT. In the event the PROJECT is not deemed to be a "work for hire", ECODELOGICAL hereby assigns to CLIENT any and all rights ECODELOGICAL may have in the PROJECT, including without limitation all patent rights, copyrights, and rights attendant thereto. In the event that it is necessary for ECODELOGICAL to join in or otherwise assist CLIENT in the registration of any of the PROJECT, ECODELOGICAL shall cooperate with CLIENT and execute any and all documents deemed necessary by CLIENT to register, and otherwise protect and perfect CLIENT's rights and interests in, the PROJECT.

6. CONTROL. It is contemplated by CLIENT that in the course of providing the Services, ECODELOGICAL shall have complete control of the provision of the Services, subject to CLIENT's rights to timely instruct ECODELOGICAL in certain areas, including, but not limited to, the right to add to, subtract from, arrange, rearrange, reorder and revise the Services in any manner, so long as such instruction does not result in an increase in the Budget.

7. INDEMNIFICATION.

a. ECODELOGICAL shall defend (if required by CLIENT), indemnify and hold CLIENT, its parent company, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all third party damages, claims, demands, suits, judgments, losses, or expenses (including reasonable attorneys' fees) of any nature whatsoever arising directly or indirectly from or out of: any act or omission of ECODELOGICAL, any failure of ECODELOGICAL to perform the Services hereunder in accordance with generally accepted professional standards; any breach of ECODELOGICAL's representations or warranties as set forth in this Agreement; or any other failure of ECODELOGICAL to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

b. CLIENT shall defend (if required by ECODELOGICAL), indemnify and hold ECODELOGICAL, ECODELOGICAL's agents, employees and assigns, harmless from and against any and all third party damages, claims, demands, suits, judgments, losses, or expenses (including reasonable attorneys' fees) of any nature whatsoever arising directly or indirectly from or out of: any act or omission of CLIENT; any breach of CLIENT's representations or warranties as set forth in this Agreement; any product liability claims with respect to the product featured in the Project; or any other failure of CLIENT to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

8. ECODELOGICAL'S RESPONSIBILITIES/ REPRESENTATIONS.

a. ECODELOGICAL shall be solely responsible for the appropriate insurance for the Services, including errors and omissions coverage, and all salaries, employee benefits, social security taxes, and federal and state unemployment insurance and any and all similar taxes relating to ECODELOGICAL and the Services.

b. ECODELOGICAL hereby represents: that ECODELOGICAL has the experience, staff, skill and authority to perform the Services (including through the use of

independent contractors) and will utilize the same in the performance of the Services; that ECODELOGICAL shall comply with all applicable federal, state and local laws, rules and regulations; and, that ECODELOGICAL is adequately financed to meet any financial obligation ECODELOGICAL may be required to incur hereunder.

9. INTELLECTUAL PROPERTY REPRESENTATIONS. Each party represents and warrants that any intellectual property given to or used by the other party, as the case may be, for use in the Project is free from any liens, claims, charges and encumbrances, and is wholly owned by it, or licensed thereby, or such intellectual property is in the public domain or otherwise does not require permission for use and such intellectual property does not and will not infringe upon the copyright, trademark, patent or any other intellectual property right of any other person or entity. Upon request by ECODELOGICAL, CLIENT agrees to provide proof of trademark, copyright or letter of assignment granting rights for the use of provided material for the provision of the Services. Notwithstanding the foregoing, neither party shall be responsible for any software code copied or utilized by third parties without the permission of ECODELOGICAL or CLIENT.

10. PERSONAL PROPERTY. ECODELOGICAL, its officers, agents, employees and representatives shall be solely responsible for the safety and security of the property or material provided by ECODELOGICAL for the Services. Furthermore, ECODELOGICAL shall not make demand upon or maintain any action or suit against CLIENT for any damages that ECODELOGICAL may suffer due to the damage or theft of ECODELOGICAL's property or materials for production of the Project, unless due to the negligence or intentional acts of CLIENT.

11. ASSIGNMENT. Neither party may not sell, assign, transfer, or otherwise convey any of its rights (or delegate any of its duties) under this Agreement without the prior written consent of the other party. Any attempted sale, assignment, transfer, conveyance, or delegation in violation of this paragraph shall be void.

12. ATTORNEY'S FEES. In the event any litigation, arbitration, or controversy between the parties hereto arises out of or in connection with this Agreement, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees, expenses and suit costs, including those associated with any appellate proceedings or post-judgment collection proceedings.

13. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise expressly provided for herein.

14. ENTIRE AGREEMENT/NO ORAL MODIFICATION. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter. No waiver or modification of this Agreement or of any covenant condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. The provisions of this paragraph may not be waived except as herein set forth.

15. FORCE MAJEURE. If the performance by either party of any nonmonetary obligation under this Agreement is delayed or prevented in whole or in part by any cause not reasonably within its control (including without limitation acts of God, war, civil disturbances, accidents, damage to its facilities, labor disputes, acts of any governmental body, or failure or delay of third parties), it shall be excused, discharged and released of performance to the extent such performance is so limited or prevented without liability of any kind. Notwithstanding the foregoing, if any force majeure event shall continue for a period of thirty (30) continuous days, either party shall have the right to immediately terminate this Agreement by providing written notice to the other party. Nothing herein contained shall be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities which it considers unreasonable.

16. NOTICES. All notices or other communications required or permitted to be given hereunder shall be deemed to have been given by the notifying party if mailed by registered mail, return receipt requested, to the receiving party addressed to its or his mailing address set forth in the first paragraph of this Agreement, or such other address as the notifying party may designate in writing by registered mail, return receipt requested, to the other parties.

17. REASONABLE EFFORTS. In all cases, the parties agree to use all reasonable efforts to carry out the letter and spirit of this Agreement and to use good faith and commercial reasonableness in their dealings with one another.

18. RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall authorize, empower, or constitute any party as agent of any other party in any manner; authorize or empower one party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other party; or authorize or empower a party to bind any other party in any manner or make any representation, warranty, covenant, agreement, or commitment on behalf of any other party.

19. TERMINATION. Any breach of any obligation, representation or warranty by any party under this Agreement shall entitle any other party to declare the breaching party in default by notifying the breaching party in writing (which shall include email, with a verified receipt) of the particulars of such default. Thereafter, the breaching party shall have ten (10) days in which to cure the incident of default described in such notice. If the incident of default is not cured within said ten (10) day period, then the non-breaching party giving the notice of default may elect to cease its compliance with its obligations under this Agreement because of such uncured default. Nothing contained in this paragraph, however, shall limit any party's rights to seek appropriate relief, including, but not limited to, termination of this Agreement, specific performance and/or damages in the event of a default. Notwithstanding the foregoing, either party may terminate this Agreement for any or no reason upon thirty (30) days prior written notice to the other party.

20. TIME OF ESSENCE. Time is of the essence of this Agreement and each covenant and condition contained herein.

21. THIRD PARTY BENEFICIARIES. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

22. RULE OF CONSTRUCTION; AMBIGUITIES. The parties acknowledge that they have all been represented by their own legal counsel in this matter, or have voluntarily elected not to do so, that they have carefully read, fully understand and knowingly agree, to all of the terms and conditions contained in this Agreement. Consequently, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

23. SECTION AND PARAGRAPH HEADINGS. Section and paragraph headings used throughout this Agreement are for reference and convenience and in no way define, limit, or describe the scope or intent of this Agreement or affect its provisions.

24. SURVIVAL OF REPRESENTATIONS AND OBLIGATIONS. Following the effective date of termination of this Agreement, each party shall remain liable for any obligations or liabilities arising from activities carried on or conducted by it pursuant to the terms and conditions of this Agreement prior to the effective date of termination; otherwise, the terms of the Agreement shall be of no further force and effect unless provisions herein are expressly intended to survive termination of this Agreement. ECODELOGICAL shall have the right to use CLIENT's name and marks for the purpose of advertising and publicizing ECODELOGICAL's participation in the PROJECT but not as an endorsement or testimonial.

25. CONFIDENTIALITY OF MATERIAL. Either party may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from (i) information relating to the PROJECT, the Services or the other party, or its parent, affiliated, or related companies, which may not be accessible or known to the general public and (ii) such information, if in writing, is marked as confidential or explicitly declared as confidential upon oral disclosure of such information. During the term of this Agreement, and for a period of one

(1) year commencing after the expiration or termination of this Agreement, all such knowledge acquired by such party shall not be used, published or divulged by such party to any other person, firm or corporation, or in any advertising or promotion regarding such party or such party's services, or in any other manner or connection whatsoever without first having obtained the written permission of the first party. Nothing herein shall apply to any information (i) which is now generally known or readily available to the trade or public or which becomes so known or readily available without fault of such party; (ii) or which is possessed by such party prior to its disclosure hereunder by the first party; or (iii) which is legally acquired from a third party without restriction, provided that such party does not know, or have reason to know or is not informed subsequent to disclosure by such third party and prior to disclosure by such party that such information was acquired under an obligation of confidentiality.

26. NON COMPETE. During the term of this Agreement, and for a period of one (1) year commencing after the expiration or termination of this Agreement, neither party shall directly or indirectly, own, manage, operate, join or control or participate in the ownership, management, operation or control of, or be a director, stockholder, partner or employee of, or a consultant to, any business, firm, partnership, venture, corporation or entity which is conducting any business which competes with the business of the other party or its affiliates or subsidiaries as then conducted during the term of this Agreement, anywhere in the world.

27. DISCLAIMER OF ALL OTHER WARRANTIES. ECODEOLOGICAL DOES NOT WARRANT THAT THE PROJECT SERVICES WILL MEET THE CLIENT'S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS SERVICE AGREEMENT, ECODEOLOGICAL PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO,

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS SERVICE AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

28. LIMITED LIABILITY. IN NO EVENT SHALL ECODEOLOGICAL BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. ECODEOLOGICAL MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY ADVICE GIVEN BY ECODEOLOGICAL, SPECIFICALLY INCLUDING ITS ACCOUNT STRATEGISTS, ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES. ECODEOLOGICAL SHALL NOT BE LIABLE FOR CLIENT'S FAILURE TO TAKE POSSESSION OR CONTROL OF ANY ITEMS IDENTIFIED IN THIS AGREEMENT AS BELONGING TO CLIENT UPON TERMINATION OF THIS AGREEMENT. MOREOVER, ANY DAMAGES AWARDABLE TO CLIENT SHALL BE EXPRESSLY

LIMITED TO THE MONETARY EQUIVALENT OF ONE (1) MONTH OF THE BUDGET OR \$5000.00, WHICHEVER IS LESS.

29. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

30. ARBITRATION. Any dispute arising under, out of, in connection with, or in relation to this Agreement, or the making or validity thereof, or its interpretation or any breach thereof, shall be determined and settled by one arbitrator in Orlando, Florida pursuant to the rules then in effect of the American Arbitration Association. The arbitrator is directed to award to the prevailing party reasonable attorneys' fees, costs and disbursements, including reimbursement for the cost of witnesses, travel and subsistence during the arbitration and hearings. Any award rendered thereon may be entered in the appropriate court of the forum, state or federal, having jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first written on the Order Form.

EXHIBIT A

SERVICES

Any services desired by CLIENT provided they are delivered on an hourly basis, retainer, half-day and/or full-day contractual agreement as specified in the Order Form.

EXHIBIT B

PAYMENT SCHEDULE

As outlined on the Order Form