

## VIRTUAL SERVICES AGREEMENT

An agreement has been entered into between Studio Flava, LLC dba Flava On-Demand (hereinafter referred to as "**FOD**"), of 6630 Garsh Loop, Tampa, Florida County of Hillsborough, and the undersigned (hereinafter referred to as "**Contributor**") and shall be deemed effective upon the date signed below.

### RECITALS

A. "**FOD**" is a business that provides internet-based *Dance/Fitness Classes and Instruction*, and owner desires to have services provided by various dance/fitness professionals.

B. "**Contributor**" is a qualified dance/fitness professional which is certified, licensed, or otherwise trained to provide dance/fitness instruction and agrees to provide services to "**FOD**" in the form of live and/or pre-recorded video recordings ("works") under the terms and conditions set forth in this agreement.

In consideration of the mutual promises set forth in this agreement, it is agreed by and between the parties:

### I. DESCRIPTION OF SERVICES AND RESPONSIBILITIES

- A. "**Contributor**" is responsible for providing services to "**FOD**", to include, but not limited to, the following:
1. Dance/fitness instruction and/or other video recordings of works, reasonably within "**Contributor's**" ability as reflected by current certification, trainings, or other licensing authority;
  2. Maintaining any and all licenses and any continuing education required in their field of expertise and/or specialty associated with services provided; and
  3. Ensuring all instruction follows the guidelines of the governing agency for which "**Contributor**" is licensed, certified, or otherwise trained to instruct and shall not operate outside his/her scope of practice.
- B. It is the responsibility of "**FOD**" to provide to "**Contributor**" the following:
1. Video editing and enhancement services;
  2. Publishing of "**Contributor's**" works as virtual classes, workshops, sessions, etc.; and
  3. Functioning website with video streaming hosting and e-commerce capability through "**FOD's**" domain **flavafitnessstudio.com**;

### II. COMPENSATION AND EXPENSES

- A. "**Contributor**" understands that compensation is considered a profit share for services rendered by both parties.
- B. It has been negotiated and agreed to by the parties that "**FOD**" will compensate "**Contributor**" **50% ("fifty percent")** of all profits generated through the sales of "**Contributor's**" works.
1. "**Contributor's**" works will be available for purchase, separately from other works hosted on website, and said purchases will be used to calculate "profit share".
    - a. "**Contributor**" agrees to contribute a minimum of 25% of all submitted works to "**FOD's**" subscription-based purchase options; and
    - b. "**Contributor**" will not be compensated for any of "**FOD's**" subscription purchases unless said subscription is solely for the works of "**Contributor**".
  2. At no time will "**Contributor**" be compensated more than the total revenue collected for services.

- a. Complimentary services from marketing efforts (trials, daily deals, promotions, etc.) will not be included in any compensation calculations; and
  - b. In such case, **"Contributor"** agrees to split equally between both parties any amount of actual revenue generated for services rendered.
3. No compensation will be due **"Contributor"** for works in which **Studio Flava, LLC** owns the publishing rights and **"Contributor"** has previously been compensated for said work outside the terms of this Agreement.
4. No compensation will be due **"Contributor"** for works that are not published for any reason.
5. Compensation payments will be made to **"Contributor"** on a bi-weekly basis through electronic transfer.
  - a. A report reflecting customer purchases will accompany payment to **"Contributor"**.
- C. **"Contributor"** is solely responsible for all individual business expenses to include, but not limited to, the maintenance of licenses, certifications, continuing education, teaching tools, music, clothing, etc.
- D. **"Contributor"** shall maintain full responsibility for applicable tax withholdings for all compensation received under this agreement, and compliance with all applicable state and federal regulations with respect to **"Contributor's"** self-employment as an Independent Contributor for **"FOD"**.

### III. SCHEDULE OF SERVICES

- A. **"Contributor"** may submit an unlimited amount of works to **"FOD"** with no predetermined frequency.
  1. Exceptions to frequency limits may include any publicly advertised schedules; and
  2. Any schedules will be mutually agreed upon by both parties prior to any public advertisements.
- B. **"FOD"** will publish all submitted works within 3 – 5 business days.
  1. In the event that multiple works were submitted simultaneously, or prior to initial publication, **"FOD"** will release the publication of works on a weekly basis unless otherwise agreed upon by the parties.
- C. **"FOD"** reserves the right to adjust the publication schedule of any works if it is in the best interest of **"FOD"**.
  1. A written or verbal request may be made by either party to request schedule changes at any time during this contract; and
  2. All schedule changes will be discussed and agreed to by both parties and updated on [www.FlavaFitnessStudio.com](http://www.FlavaFitnessStudio.com) if applicable.

### IV. ADVERTISEMENTS AND PROMOTION

- A. Both parties agree to be equally responsible for the advertisement and promotion of all published works to the full extent capable.
  1. **"Contributor"** is not obligated to advertise **"FOD's"** publications of works when it is a conflict of interest to **"Contributor's"** independent publications for hire of the same said works.
- B. Either party may, at their own expense, purchase marketing campaigns, online ads, etc.
- C. Both parties grant to the other, permission to use logos, trademarks, and legal name to advertise services.

## V. NON-SOLICITATION CAUSE

- A. ***“Contributor”*** agrees **NOT** to endorse or solicit any third-party brands, products, or services to include but not limited to civil, religious, or political campaigns within their submitted works.
1. Endorsements and solicitation include making verbal announcements, the use of product placement, marketing materials, apparel, signage, or any other methods to solicit viewers; and
  2. The endorsement for the brand of service being provided is authorized.

## VI. SOCIAL MEDIA CLAUSE

- A. For the purposes of this Agreement, the term “social media” refers to on-line blogs, forums, chat rooms, and social networking sites to include their direct messaging services.
1. Both parties understand and agree that the use of social media is an expected and needed use for the marketing of services, public relations, recruitment, communications, or other business purposes; and
  2. Both parties give consent to the other to use their likeness on any and all social media platforms for the above uses only.
- B. ***“Contributor”*** understands the use of public social media platforms in conjunction with services provided to ***“FOD”*** clients, publicly establishes ***“Contributor”*** as a representative of ***“FOD”*** and therefore ***“Contributor”*** should be aware of the effect their actions may have on their own image, as well as the image of ***“FOD”***.
- C. ***“Contributor”*** agrees to the following principles to professional use of social media on behalf of ***“FOD”*** as well as personal use of social media where ***“FOD”*** is referenced.
1. ***“Contributor”*** should use best judgment in posting material that is neither inappropriate nor harmful to ***“FOD”***, its affiliates, or customers;
  2. Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile environment at ***“FOD”*** or among its viewers and other Contributors;
  3. ***“Contributor”*** is not to publish, post or release any information that is considered confidential or not public; and
  4. ***“Contributor”*** acknowledges they should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.

## VII. QUALITY OF RECORDED WORKS

- A. ***“Contributor”*** agrees to the following “Requirements” when providing recorded works to ***“FOD”***.
1. ***“Contributor”*** will ensure that the audio and video is of the best possible quality.
    - a. Music shall be played at a reasonable volume level to prevent distortion;
    - b. Camera angle must include the complete view of ***“Contributor”*** with an even amount of space above, below, and each side of ***“Contributor”***;
    - c. All works should be recorded in widescreen (or horizontally) in well-lit rooms; and
    - d. ***“Contributor”*** shall ensure that recording space and background has a clean and presentable appearance with a professional looking environment.
  2. ***“Contributor”*** will maintain a high level of professionalism at all times during recorded works.

- a. NO gum chewing;
  - b. NO excessive use of profanity or other vulgarity;
  - c. NO pets, children, or other distractions appearing in recorded works.
3. **“Contributor”** will send pre-recordings to **“FOD”** via email or other cloud storage program.

## VIII. RELATIONSHIP OF PARTIES

- A. The parties intend that an **“Independent Contractor”** relationship will be created by this agreement.
  1. **“FOD”** is interested only in the results to be achieved and the control of the work will lie solely with **“Contributor”**; and
  2. **“Contributor”** understands they are not to be considered an agent or employee of **“FOD”** for any purpose and agrees to properly represent themselves as an **“Independent Contractor”** at all times.
- B. It is understood that neither party promises exclusive use of services and both parties are free to contract for similar services outside of this relationship under the guidelines of the **Non-Compete Section** of this agreement.
- C. All business and/or transactions processed are to be conducted under the legal business name of **“FOD”**.

## IX. CONFLICTS OF INTEREST AND NON-COMPETE

- A. **“Contributor”** represents they are free to enter into this Agreement, and that this engagement does not violate the terms of any agreement with any third party. **“Contributor”**, in rendering duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which **“Contributor”** does not have a proprietary interest.
- B. **“Contributor”** is expressly free to perform similar services for other parties while performing services for **“FOD”**.
- C. **“Contributor”** agrees not to offer complimentary duplications of works on any streaming or other internet site accessible by the public.

## X. RIGHT TO INJUNCTION

The parties hereto acknowledge that the services to be rendered by the Contributor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contributor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contributor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contributor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

## XI. LIABILITY AND INSURANCE

The work to be performed under this agreement will be performed entirely at **“Contributor’s”** risk, and **“Contributor”** assumes all responsibility for the facility and equipment used in the performance of this agreement. **“Contributor”** agrees to indemnify owner for any and all liability or loss arising in any

way out of the performance of this agreement. Furthermore, **“Contributor”** shall protect, maintain, save and hold harmless **“FOD”** and its officers, agents, servants, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur or which may arise or in any way grow out of any act or omission of **“Contributor”**, its agents, sub-Contributors, servants, employees, invitees, and patrons’ use and occupancy of the recording venue.

## XII. OBSERVANCE OF AND APPLICABLE LAW

- A. The construction and interpretation of this Agreement shall be pursuant to the laws of the State of Florida.
  1. **“Contributor”** agrees to obey and observe, with respect to its use of the venue, all laws of the United States and the State of Florida, all applicable ordinances and rules of the County of Hillsborough and City of Tampa, and their respective administrative departments and agencies, all rules regulations adopted by the venue for the governing, management and regulation of the venue, and to require the same from its employees, Contributors, guests, and all other persons for whose conduct it is responsible or over whom it exercises or has authority to exercise control; and

## XIII. DISPUTE RESOLUTION

- A. Any dispute arising under or in connection with any matter related to this Agreement or any other related agreement shall be resolved exclusively by binding arbitration. The arbitration will be conducted in conformity with the rules and procedures of the American Arbitration Association. The parties agree to be subject to the jurisdiction and venue of the arbitration in Tampa, Florida. The ruling of the arbitrator shall be final and binding on the parties with respect to the dispute. This provision will survive termination of this Agreement. If any arbitration or other legal proceeding is brought to enforce or interpret the provisions of this Agreement or as to the rights or obligations of any party to this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys’ fees and costs. If any or several provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

## XIV. TERM

- A. The Term of this Agreement shall begin upon the date of signing (effective date) and shall be for a period of **one (1) year** (the **“Initial Term”**).
- B. If **“Contributor”** and its services are in good standing, **“FOD”** agrees to allow **“Contributor”** the ability to renew contract.
- C. Both parties agree that for as long as services are being rendered and compensated for, this agreement remains in effect.
- D. This agreement may be terminated if the parties mutually agree that it is in the best interest of both parties for any reason and both parties must acknowledge this agreement in writing in order to terminate this contract.
- E. **“FOD”** reserves the right to cancel this agreement at any time if it becomes in the best interest of the primary operations of **“FOD”**, its business, and any other contracted services. Reasons may include but are not limited to the following:
  1. Services are not generating desirable or profitable revenue;

- 2. Services are interfering with other business practices of "FOD" or its growth and development; and
- 3. "Contributor" is directly or indirectly creating negative relationships between "FOD" and its customers, business partners and/or other business owners in the area.

**XV. NOTICES**

All notices, consents, or approvals shall be provided in writing to the following address:

*Studio Flava, LLC  
 6630 Garsh Loop  
 Tampa, FL 33614*

**XVI. AGREEMENT**

The Agreement includes all the terms and conditions agreed upon by the parties and no oral commitments or representation shall be valid or binding upon the parties. This Agreement may not be modified in any manner except by written modifications signed by both parties.

Signator for "Contributor" warrants that he/she has full legal authority to act and contract on behalf of the "Contributor" and all participants.

**XVII. ACCEPTANCE OF TERMS & ELECTRONIC SIGNATURE**

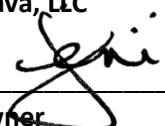
"Contributor's" submission of the online form pursuant to this Agreement or clickthrough of this Agreement on "Studio Flava" website, constitutes "Contributor's" acceptance of the terms hereof. "Contributor" agrees that by including his or her name or symbol below, it constitutes an electronic signature used to sign this Agreement and shall have the same legal force and effect as a written signature as provided in the Uniform Electronic Transaction Act, §§ 668.50 et seq., Florida Statutes (UETA), or other applicable state statute of similar effect, and, as applicable, the Electronic Signatures in Global and National Commerce Act (ESIGN)

Contributor

**Studio Flava, LLC**

\_\_\_\_\_  
**Contractor Signature**

**Date**

  
 \_\_\_\_\_  
**Jeni J, Owner**

6630 Garsh Holdings

Tampa, FL 33614

813-515-0189

jeni@flavafitnessstudio.com

**Date:** 09 December 2020

\_\_\_\_\_  
**Contractor Name & Title**

\_\_\_\_\_  
Contractor Telephone

\_\_\_\_\_  
Contractor Email