



GENERAL SERVICE AGREEMENT

THIS GENERAL AGREEMENT (the “Agreement”) dated this 14th day of May, 2015

BETWEEN

Darryl Ward of Atlanta, Georgia

(the “Customer”).

-AND -

Tenay, Inc. of 155 W Tisbury Lane, Pooler, Georgia

(the “Service Provider”).

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the “Party” and the collectively the “Parties” to this Agreement) agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the “Services”) consisting of:
 - Research and network with potential vendors/investors for F.A.M.E. event.
2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 7 days notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide an initial compensation (the “Compensation”) to the Service Provider of a fixed amount of \$150.00 (non-refundable).
8. The Compensation will be payable on a monthly basis, while this Agreement is in force.
9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Customer in addition to the Compensation.

Additional Compensation

10. In addition to the Compensation, the Service Provider will be entitled to the following additional compensation for performing the Services:
 - An updated invoice for services rendered for the month will be also included with the fixed deposit of \$150.

Provision of Extras

11. The Customer will not provide any resources, assistance or extras for use by the Service Provider in providing the Services.

Payment Penalties

12. In the event that the Customer does not comply with the rates, amounts or payment dates provided in this Agreement, a late payment penalty will be charged as follows:
 - The Customer will pay interest on any late payment at the annual interest rate of 10 percent

Performance Penalties

13. If the Service Provider does not perform the Services within the time frame provided by this Agreement, a performance will be charged as follows:
 - The compensation owing under this Agreement will be reduced by \$25 for each day that the Service Provider is late in completing the services.

Confidentiality

14. Confidential information (the “Confidential Information”) refers to any data or information relating to the Customer, whether business or personal, which would reasonably be considered to be private or proprietary to the Customer and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
15. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will end on the termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

Ownership of Materials and Intellectual Property

17. All intellectual property and related material (the “Intellectual Property”) including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer. The use of the Intellectual Property by the Customer will not be restricted in any manner.
18. The Service Provider may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Customer. The Services Provider will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

19. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Darryl Ward
Atlanta, Georgia
Ph: (912) 856-5097
Email: krispstudios@gmail.com
- b. Tenay, Inc.
155 W Tisbury Lane
Pooler, Georgia, 31322
Ph: (912) 220-3463
Email: tenayincpr@gmail.com

or to such other address as any Party may from time to time notify the other.

Insurance

22. The Service Provider will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Service Provider based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Limitation of Liability

23. It is understood and agreed that the Service Provider will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgement or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

Dispute Resolution

24. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
25. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Georgia. The arbitrator's award will be final, and judgement may be entered upon it by any court having jurisdiction within the State of Georgia.

Modification of Agreement

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

28. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

29. It is agreed that there is no representation, warranty, collateral agreement or condition

Enurement

30. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

Title/Headings

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

33. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 14th day of May, 2015.

Darryl Ward (Customer)

Courteney A Boles

Courteney A Boles

Tenay, Inc. (Service Provider)