



General Working Agreement

GENERAL WORKING AGREEMENT – This document defines the terms and conditions of our working relationship but in no way implies financial liabilities to CLIENT independent of separately approved statements of work. All projects or services that Gringolet LLC DBA Vici Media Group ("Vici Media") may be contracted to produce or provide for CLIENT will be subject to the following:

DEFINITIONS – All estimates, proposals, statements of work, or comparable items (including emails to the same effect) shall be referred to here as a "statement of work" or SOW.

WORKING/BILLING PHASES – Based on our experience with long-term design, development, or communications projects, we have found that it is mutually advantageous to handle each project in logical working/billing phases (defined in the particular SOW). An individual SOW may be comprised of one or several phases.

Billing in several phases permits Vici Media or CLIENT to adjust for such revisions/or halt work before completion if a project is postponed or canceled. Any canceled project is billed only through phases and/or portions of phases that were actually completed by Vici Media, or to the extent that conceptual work and research constitutes a significant portion of a project. For each project, CLIENT will receive a SOW outlining the project specifications and our proposed scope of services and working/billing phases. Each SOW will contain a project budget, which includes estimated fees for professional services and incurred costs. Each SOW may separate the project into one of several categories, including but not limited to: itemized services, hourly services, itemized services with maximum hourly limits.

We will begin work upon CLIENT'S approval of the written estimate. CLIENT's approval (written or oral) will constitute an agreement between Vici Media and CLIENT.

PAYMENT – CLIENT agrees to pay Vici Media in accordance with the terms specified in each SOW.

Unless otherwise specified, all invoiced balances are payable and due within 15 days of phase completion. Interest charges on past due balances will accrue to CLIENT at 18% per annum or 1.5% per month. We reserve the right to refuse completion or delivery of other work until past due balances are paid.

ESTIMATES – Unless otherwise specified or approved by CLIENT, a SOW is valid for up to 30 days from the date it was sent to CLIENT.

Any SOW remains the property of Vici Media unless or until CLIENT approves the SOW. As such, if CLIENT desires to use a SOW in any manner not directly related to the pursuit of a project produced by Vici Media for CLIENT, then CLIENT shall compensate Vici Media for that SOW according to the terms specified in that SOW or, if unspecified, concurrent with commercially reasonable rates.

OUT-OF-POCKET EXPENSES – Unless otherwise specified, fees for professional services do not include outside purchases including, but not limited to, printing, photography, color printouts, laminating, illustrations, separations, shipping and handling or courier service. Expenses are itemized on each invoice. Expenses are subject to Texas sales tax unless 1) You are a nonprofit organization and have provided the appropriate paperwork; or 2) the work is for resale and you have submitted a resale certificate to Vici Media. If consultant or supervisory services are required in an off-site facility (on-site being defined as Vici Media's normal location of business), we will bill lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates.

REVISIONS AND ALTERATIONS – Concept revisions, alterations to the original SOW, a switch in marketing objectives, or any other form of new

work approved by CLIENT and performed by Vici Media after a SOW has been approved is considered a revision or alteration and may alter the costs associated with a SOW. Revisions or alterations may be approved either orally or in writing by CLIENT.

If the job changes to an extent that substantially (defined as 20% or greater) alters the specifications described in the original SOW, we will submit a proposal revision memo to CLIENT, and a revised additional fee must be agreed to by both parties before further work proceeds.

CLIENT's alterations or copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates.

OVERTIME – Estimates are based on a reasonable time schedule, and may be revised to take into consideration your "Priority Scheduling" requests requiring overtime. Knowledge of your deadlines is essential to provide an accurate estimate.

PRODUCTION SCHEDULES – Production schedules will be established by both CLIENT and Vici Media, and reasonable efforts will be made to adhere to said schedule, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of CLIENT or Vici Media. Where production schedules are not adhered to by CLIENT, final delivery date or dates will be adjusted accordingly.

NATURE OF COPY – CLIENT agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. CLIENT is fully responsible for all trademark, servicemark, copyright and patent infringement clearances. CLIENT is also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

ERRORS AND OMISSIONS – It is CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. Vici Media is not liable for errors or omissions. CLIENT approval is required on all mechanicals or artwork prior to release for printing or other implementation, unless authority has been delegated to Vici Media for such approval, in which case CLIENT still retains all liability for copy, claims made, and all materials produced in CLIENT's name.

TELECOMMUNICATIONS – Vici Media is not responsible for any errors, omissions or extra costs resulting from faults in the telephone, cable, satellite network or from incompatibility between the sending and receiving equipment.

OVER RUNS AND UNDER RUNS – For print materials, CLIENT will accept over runs or under runs that do not exceed 10% of the quantity ordered on all jobs. Vici Media will bill for actual quantity delivered within this tolerance. If the CLIENT requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

PLACEMENT OF ADVERTISING – At your request, we will purchase media space on your behalf. Space will be billed to you at current rates plus the standard agency commission.

INSPECTION OF BOOKS – Upon reasonable notice, and within 90 days of the completion of a phase, all invoices from our vendors (only for itemized costs billed to CLIENT as a pass-through cost), time sheets and other reasonably-expected documentation relating to your account will be available to you.



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PROPERTY AND SUPPLIER'S PERFORMANCE – Vici Media will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to ensure quality and timely delivery of all printed (offset, silk-screened, embossed or otherwise reproduced) pieces. Although we may use our best efforts to guard against any loss to you through the failure of our vendors, media, or others to perform in accordance with their commitments, Vici Media is not responsible for failure on their part.

If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in anyway be held responsible for quality, price, performance or delivery.

LIEN – All materials or property belonging to the CLIENT, as well as work performed, may be retained as security until all just claims against the CLIENT are satisfied.

RIGHTS OF OWNERSHIP – Unless otherwise specified, ownership of all materials produced, delivered, or invoiced by Vici Media is retained by Vici Media until CLIENT has paid for the entire phase or SOW that included the item in question. Upon satisfaction of all phase or SOW obligations by CLIENT, Vici Media grants perpetual, worldwide rights of use, adaption, reproduction, or modification, subject to the stipulations of this agreement, related SOWs, and applicable law.

CLIENT understands that Vici Media provides similar services for other clients and that all materials, coding, or designs previously produced remain the property of Vici Media and that all non-copyrighted or similarly-protected items produced for CLIENT may be used by Vici Media for unrelated clients except where: 1) use would reasonably cause brand confusion in the minds of consumers/the public, or 2) SOW specifies exclusivity of use by item/function developed, or 3) graphic designs produced by Vici Media build on and do not substantially alter previously-existing designs owned by CLIENT or a third party.

According to the Copyright Law of 1976, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by Vici Media, or purchased from a stock agency on your behalf, remain with the individual, Vici Media, artist, photographer or illustrator. Unless a purchase of "All Rights" (A Buyout) is negotiated with Vici Media and/or his/her authorized representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us or the relevant producer to arrange the transfer of rights and any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings, separations, etc.) within two weeks, and to provide us with printed samples of each project.

We reserve the right to photograph and/or distribute or publish for Vici Media and any associated companies' promotional and marketing needs any work we create for CLIENT, including mock-ups and comprehensive

presentations, as samples for our portfolio, news letters, brochures, slide presentations, and similar media. We agree to store mechanical boards and computer disks for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

TERM AND TERMINATION – The terms of this agreement will continue for work in progress until terminated by either party upon thirty (30) days written notice. If you should direct us at any time to cancel, terminate or "put on hold" any previously authorized purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result.

Upon termination of this agreement, Vici Media will transfer to CLIENT all your property and materials in our control and for which you have paid.

INDEMNIFICATION AND LIMITATION OF LIABILITY – CLIENT will indemnify and hold Vici Media harmless for any loss or expense (including attorney's fees), and agree to defend Vici Media in any actual suit, claim, or action arising as a result of work, copy, or other arrangements requested or approved by CLIENT. This includes, but is not limited to assertions made against CLIENT and any of its products and services arising from the publication of materials that we prepare and you approve before publication.

LIMITATION OF LIABILITY – The services and the work product of designer are sold "as is." In all circumstances, the maximum liability of designer, its directors, officers, employees, and affiliates to client for damages for any and all causes whatsoever, and CLIENT's maximum remedy, regardless of the form of action, whether in contract, tort, or otherwise, shall be limited to the net profit of Vici Media. In no event shall Vici Media be liable for any lost data or content, lost profits, business interruption, or any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to the materials or the services provided by Vici Media, even if Vici Media has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose or any limited remedy.

ADDITIONAL PROVISIONS – The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of Texas applicable to agreements entered into and performed in the State of Texas. This agreement and associated SOWs are our entire understanding and may not be modified in any respect except in an executed agreement.

If we must retain attorneys to collect our invoices, CLIENT will be responsible for reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law related to such collection.

Company/Individual: _____

Signature: _____ Date: _____

Company/Individual: _____

Signature: _____ Date: _____