

Sales and Services Agreement

THIS SALES AND SERVICES AGREEMENT (the “Agreement”) dated this 20th day of April, 2022 BETWEEN:

Gemini Media Co, LLC, of Cincinnati, Ohio
(the ‘Producer’)

AND

UC Bearcat Company, LLC, of Cincinnati, Ohio
(the ‘Client’)

PROJECT

University of Cincinnati Online’s BTAS (Bachelors of Technical and Applied Studies) Program Promotional Video.

DELIVERABLES

Two-minute video advertisement for the BTAS program with University of Cincinnati Online, detailing degree program specifics, admission requirements, career opportunities, curriculum, tuition, and other relevant information for prospective students.

PRODUCTION & POST-PRODUCTION SERVICES

Gemini Media Co, LLC (“Producer”) shall provide all necessary Production Services, including script writing, production, camera operators, lighting and audio technicians, motion graphics, and such other production staff as may be necessary in Producer’s discretion to produce the Deliverables. Producer shall provide all necessary post-production services to complete the Deliverables.

REQUIREMENTS AND RESPONSIBILITIES

Gemini Media Co, LLC (“Producer”) shall provide all necessary Production Services, including script writing, production, camera operators, lighting and audio technicians, motion graphics, and such other production staff as may be necessary in Producer’s discretion to produce the Deliverables. Producer shall provide all necessary post-production services to complete the Deliverables.

PAYMENT TERMS

1. PRODUCTION FEE

It is mutually agreed that the Producer’s fee for production of this project is in the amount of \$5,000. This \$5,000 fee is nonrefundable. Production of the project will not begin until the

fee is paid. This amount covers the Producer's day rate of \$400, meaning that the agreed upon project requirements will can be completed within 12 and a half days of work. The Producer's day is defined as 8 hours. Any additional work hours will be mutually agreed to in advance by Producer and Client, and producer will be compensated at rate of \$60/hour.

2. OPTION TO PURCHASE

After client has viewed the project drafts and all (2) revision cycles have been completed, the Client may purchase the final product for commercial use. If the Client chooses to purchase this option, they must compensate Producer with a fee of \$10,000. This option will be available for 45 days after presentation of the final product to the Client. Upon purchase, all watermarks will be removed from project deliverables and handed over to Client. Producer will retain the \$5,000 production fee paid by Client in advance of the production period regardless of Client purchase of final deliverables.

OWNERSHIP OF MATERIALS

1. CLIENT MATERIALS

Subject at all times to Client's satisfaction of its payment obligations under this Agreement, Producer agrees that the delivered videos ("Deliverables") constitute audio and visual work(s) "specially commissioned" and "made for hire" within the meaning of the United States Copyright Law. Upon Client payment in the amount of \$10,000 after choosing the option to purchase final project deliverables, all clips, video and audio files, soundtracks, and material, exposed and/or processed, in the production of the Deliverables, (except for materials supplied to Producer by Client) and all material and content contained in the Deliverables, including but not limited to any characters, names, copy, art, logos, and scriptwriting, and all right, title, interest and copyrights therein, shall become the property of Client upon delivery thereof in accordance with the provisions hereof.

2. PRODUCER MATERIALS

All of Producer's original project files, video and audio files, and color correction files, and any other underlying proprietary technologies, plug-ins, architecture or other proprietary materials used by Producer in the creation of the delivered Deliverables (collectively "Producer Materials") shall remain the sole property of Producer.

If Client does not choose the option to purchase final project Deliverables, all material and content created in the production of project Deliverables and presented and/or submitted to Client for approval remains the intellectual property of the Producer.

3. PRIVACY

To protect the Producer's intellectual property, all assets submitted to the client for approval during the production period and before the purchase option period will be watermarked with the Gemini Media Co company name, to discourage piracy.

MUSIC LICENSING

Producer shall be responsible for obtaining all necessary licenses for any music to be used in any Deliverables. Unless agreed otherwise, the costs for such licenses shall be included the total production budget set forth in Schedule X.

INDEPENDENT CONTRACTOR

It is understood that Producer is an independent contractor hereunder and Producer agrees, warrants and represents that the Deliverables referred to in this Agreement shall be produced in compliance with all national, state and local laws. Nothing in this Agreement shall constitute an employment relationship between Producer and Client or Agency.

TERMINATION

1. BY CLIENT DURING OPT-OUT PERIOD

Client shall have the right to terminate this Agreement during the Opt-Out Period set forth on Schedule X, according to the terms and conditions thereof.

2. BY EITHER PARTY FOR BREACH

Either party shall have the right to terminate this Agreement in the event of the other party's material breach of any obligation, representation or warranty herein, upon giving the breaching party thirty (30) days' written notice and the right to cure such breach.

AGREED AND ACCEPTED

PRODUCER

GEMINI MEDIA CO, LLC



Bre Franco
CEO

CLIENT

UC BEARCAT COMPANY, LLC



Jane Doe
Program Director