

GENERAL AGREEMENT FOR SOCIALMEDIATS CONSULTING SERVICES

This general agreement ("General Agreement" or "Agreement") including its exhibits ("Exhibit(s)"), is made and entered into on this 21th day of March, 2014 ("Effective Date") by and between **socialmediats Consulting**, and "Customer" **Alina Nolan**

WHEREAS, Customer wishes to obtain from socialmediats Consulting and socialmediats Consulting wishes to provide to Customer Internet related products and services as more fully described in the attached Exhibit; 1

EXHIBITS

socialmediats – Exhibit A – Alina Nolan

NOW THEREFORE, the parties agree as follows:

1.0 PRODUCTS AND SERVICES

Subject to the terms and conditions herein, socialmediats Consulting agrees to provide the socialmediats Consulting products and services described in the attached Exhibit (s).

2.0 SUPPORT

socialmediats Consulting shall provide support for the Products and Services by operating a customer service (7) days per week, twenty four (24) hours per day, and three hundred sixty five (365) days per year. In the event of system or network interruptions, socialmediats Consulting will relay such information to the Customer’s contact(s) designated by Customer below. socialmediats Consulting and Customer mutually agree to follow the procedures set forth in socialmediats Consulting’s then current Escalation Procedures (a copy of which is available to Customer upon request), for reporting of system issues and determining severity levels.

Customer designee for customer support:

Name: _____
Title: _____
Telephone: _____

3.0 PRESS RELEASE

Both parties agree to cooperate with each other so that each party may issue a press release concerning this Agreement, provided that each party must approve any press release prior to its release, which approval shall not be unreasonably withheld. Customer agrees that socialmediats Consulting may designate Customer as a reference account for the Products and Services.

4.0 SOFTWARE LICENSE

Software provided with any of the Products and Services is either socialmediats Consulting proprietary software or software provided by third parties.

5.0 FEES, TAXES AND PAYMENTS

5.1 Customer shall pay socialmediats Consulting the non-recurring and recurring fees specified in each Exhibit, and in accordance with the payment terms of this Agreement or as may be set forth in any Exhibit.

5.2 All payments shall be made in United States Dollars, at PO Box 47333, Tampa FL 33647 address as indicated in this Agreement or via a PayPal payment as subscribed to. If Customer does not pay via a PayPal subscription payment, all invoices are due and payable within thirty (30) days of socialmediats Consulting's date of invoice. Interest shall be payable at the rate of one and one half percent (1.5%) per month or at the maximum rate permitted by law, whichever is less, on all overdue and unpaid invoices until paid in full. socialmediats Consulting reserves the right to require prepayments for Products and Services ordered under this Agreement.

5.3 All fees are denominated and to be paid in U.S. Dollars and are exclusive of any applicable taxes. Customer shall pay, indemnify and hold socialmediats Consulting harmless from all sales, use, value added or other taxes of any nature, other than taxes on socialmediats Consulting's net income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees (except to the extent Customer provides socialmediats Consulting with a valid tax exemption certificate). If any applicable law requires Customer to withhold amounts from any payments to socialmediats Consulting hereunder: (a) Customer shall effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish socialmediats Consulting with tax receipts evidencing the payments of such amounts; and (b) the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, socialmediats Consulting receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount socialmediats Consulting would have received and retained in the absence of such required deduction or withholding.

6.0 REPRESENTATIONS AND WARRANTIES

6.1 Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound. Each party shall not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation or encumbrances that would prevent it from performing under this Agreement.

6.2 Both parties represent and warrant that they will, at their own expense comply with all laws, regulations and other legal requirements that apply to them with respect to this Agreement, including copyright, privacy and communications decency laws, advise each other of any legislation, rule, regulation or other law which is in effect or which may come into effect after the Effective Date which has a material effect on any provision of this Agreement or any Exhibit to this Agreement. Both parties represent and warrant that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery and performance of this Agreement.

6.3 Customer represents and warrants that it will: (a) not utilize (or allow utilization of) any Products or Services in a manner that: (i) is prohibited by any law or regulation or socialmediats Consulting policy, or to facilitate the violation of any law or regulation or such policy; or (ii) will disrupt third parties' use or enjoyment of any communications service or outlet; (b) not violate or tamper with the security of any socialmediats Consulting's computer equipment or program; and (c) have an agreement with each Customer end user sufficient to comply with the terms herein.

6.4 THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 6.0 ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY CUSTOMER AND SOCIALMEDIATS CONSULTING. CUSTOMER AND SOCIALMEDIATS CONSULTING MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THEIR SERVICES, OR ANY RELATED SERVICES OR SOFTWARE. SOCIALMEDIATS CONSULTING EXPRESSLY DISCLAIMS ANY WARRANTIES: (a) OF DESIGN, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INFORMED OF SUCH PURPOSE; OR (b) THAT THE PRODUCTS AND SERVICES, OR ANY RELATED PRODUCTS, SERVICES OR SOFTWARE WILL BE ERROR-FREE, SECURE OR WITHOUT INTERRUPTION.

7.0 LIMITATION OF LIABILITY

In no event shall socialmediats Consulting be liable for special, incidental, consequential damages of any nature, for any reason, including without limitation the breach of this Agreement or any termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if socialmediats Consulting has been warned of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SOCIALMEDIATS CONSULTING'S ENTIRE LIABILITY TO CUSTOMER CONCERNING PERFORMANCE OR NONPERFORMANCE BY SOCIALMEDIATS CONSULTING OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, NEGLIGENCE OR IN TORT, SHALL NOT EXCEED THE AMOUNT RECEIVED BY SOCIALMEDIATS CONSULTING FROM CUSTOMER DURING THE PREVIOUS TWELVE (12) MONTHS.

8.0 CONFIDENTIAL INFORMATION

8.1 Each party agrees to maintain all Confidential Information of the other party in confidence to the same extent that it protects its own similar Confidential Information and to use such Confidential Information only as permitted under this Agreement. For purposes of this Agreement Confidential Information shall mean information including, without limitation, Customer information, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information which are marked Confidential, or if

disclosed verbally, are identified as confidential on or before the time of disclosure. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of Confidential Information of the other party including, without limitation disclosing such Confidential Information only to its employees: (a) with a need to know to further permitted uses of such information; (b) who are parties to appropriate agreements sufficient to comply with this Section 9.0; and (c) who are informed of the nondisclosure/ non-use obligations imposed by this Section 9.0; and both parties shall take appropriate steps to implement and enforce such non-disclosure/non-use obligations. The foregoing restrictions on disclosure and use shall survive for three (3) years following termination of this Agreement but shall not apply with respect to any Confidential Information which: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; and (v) the receiving party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. Each of the parties hereto agrees not to disclose to any third party the terms of this Agreement without the prior written consent of the other party hereto, except to advisors, investors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

8.2 Subject to Section 3.0, each of the parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other party hereto, except to advisors, investors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

8.3 In the event of an actual or threatened breach of the above confidentiality provisions, the nonbreaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

8.4 Within ten (10) days after the termination of this Agreement, if requested, Customer shall return to the disclosing party all originals and copies of all Confidential Information which has been fixed in any tangible medium of expression. If return of digital copies is impractical, Customer may destroy the digital copies and send the disclosing party written certification of such destruction.

9.0 TERM AND TERMINATION

9.1 The term of this Agreement shall commence on the Effective Date and continue until expiration of the last to expire Exhibit executed by the parties, subject to the right of either party to terminate earlier as provided in this Section 9.0.

9.2 Either party may terminate this Agreement, an Exhibit, or any Order under an Exhibit upon written notice: (a) for any material breach of this Agreement an Exhibit, or any Order under an Exhibit which the defaulting party fails to cure within thirty (30) days following written notice by the nondefaulting party of such breach; or (b) upon either parties insolvency or liquidation as a result of which either party ceases to do business. Notwithstanding anything herein to the contrary, socialmediats Consulting may terminate this Agreement, an Exhibit, or any Order without notice immediately for any breach of Section 6.0.

9.3 Upon termination of this Agreement, an Exhibit, or an individual Order, Customer shall be obliged to pay Socialmediats Consulting all fees and charges incurred prior to termination. In addition, unless the

Agreement, an Exhibit, or an Order is terminated for Your Company's default, Customer shall be liable for any specific termination costs as specified in the Exhibits. Finally, Customer shall observe or otherwise satisfy any termination procedures or obligations as set forth in any Exhibits to this Agreement.

9.4 All provisions that by their nature are intended to survive any termination of this Agreement, or the termination or expiration of any Exhibits shall survive, including, without limitation, Sections 7.0, 8.0, and 9.0 of the General Agreement, as well as and sections of the Exhibits related to fees and termination obligations.

11.0 OTHER PROVISIONS

11.1 NON-ASSIGNMENT. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Notwithstanding the above, this Agreement may not be assigned in whole or in part by a party, without the written consent of the other party, which shall not be unreasonably withheld, provided, however, that this Agreement may be assigned to the successor to the whole of a party's business without such consent. Any assignment in violation of this paragraph shall be null and void.

11.2 INDEPENDENT CONTRACTORS. The parties are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or in a joint venture.

11.3 NON-WAIVER. Failure of either party to enforce any of its rights hereunder shall not be deemed to constitute a waiver of its future enforcement of such rights or any other rights.

11.4 SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future laws, such item shall be struck from the Agreement; however, such invalidity or enforceability shall not affect the remaining provisions or conditions of this Agreement. The parties shall remain legally bound by the remaining terms of this Agreement, and shall strive to reform the Agreement in a manner consistent with the original intent of the parties.

11.5 FORCE MAJEURE. Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war or other unanticipated occurrences or problems, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay as long as such delay remains beyond such party's reasonable control.

11.6 GOVERNING LAW. This Agreement shall be deemed to have been made in the Florida, and the provisions and conditions of this Agreement shall be governed by and interpreted in accordance with the substantive laws of the Florida, without regard to conflict of law provisions.

11.7 ARBITRATION. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination hereof, shall be finally settled by binding arbitration conducted in Tampa, FL under the Rules of Arbitration of the American Arbitration Association by an arbitrator appointed in accordance with those rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

11.8 INTEGRATION. This Agreement and the Exhibits expresses the complete and final understanding of the parties with respect to the subject matter hereof, and supersedes all prior communications between the parties, whether written or oral with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties hereto, unless evidenced by a writing duly signed by authorized representatives of the respective parties hereto. In the event of a conflict between the terms of an Exhibit, and the main body of this Agreement, the Exhibit shall prevail.

11.9 NOTICES. Any required notices hereunder shall be given in writing by certified mail or overnight express delivery service (such as Federal Express) at the address of each party below, or to such other address as either party may from time to time substitute by written notice. Notice shall be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered.

If to

Contracts Department
socialmediats Consulting
PO Box 47333
Tampa FL 33647

Phone: 813-907-7737

If to Customer:

Attn: _____

Phone: _____

AGREED AND ACCEPTED:

_____ (“Customer”)

socialmediats Consulting

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____